

# Kreis Tool and Manufacturing Company, Inc.

## Supplier Terms and Conditions

Revision 6 dated 08/15/2020

### Applies to All Suppliers and Purchase Orders

**NOTICE:** The following terms and conditions apply to all Purchase Orders (POs) issued by Kreis Tool and Manufacturing Company, Inc. (Kreis Tool) or (Buyer). These terms are an integral part of all Purchase Orders accepted by the Seller. These requirements are being flowed down pursuant to requirements of AS9100 and requirements of the Buyer's end customer.

1. **ACCEPTANCE:** This PO supersedes all communications, representations and agreements, oral and written, between Kreis Tool and the Seller in respect to this PO. Any of the following shall constitute acceptance of all the Terms and Conditions set out herein: your signing of this Purchase Order, acknowledging this Order, shipping, sending, delivering the articles, or performing the service specified therein. Acceptance of this Order must be in strict accordance with its terms, including these terms and conditions. No changes in, modifications of, or revision to, this Order shall be valid unless in writing and signed by an authorized Purchasing Agent of the Buyer. Buyer hereby rejects any additional terms in Seller provided documentation (eg. Invoice.)
2. **DELIVERY:** Time and rate of deliveries, or performance of the services therein, are of the essence of this Order. . If, at any time, Supplier cannot meet delivery schedule, Supplier shall notify Buyer at the time Supplier determines delivery schedule cannot be met. **DELIVERIES EARLIER THAN 7 DAYS TO THE SCHEDULE DATE MAY BE REJECTED BY THE BUYER – EARLY DELIVERIES ARE NOT AUTHORIZED.**
3. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance risk of loss will be on the Seller. The Seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, construction provide under this Order conform to the drawings, specifications, and other requirements listed herein, including, if applicable the technical requirements for the manufacturers' part number specified herein.
4. **ADDITIONAL QUALITY REQUIREMENTS:** The Seller must notify Kreis Tool in writing in the event a non conforming product is identified PRIOR to delivery of the product. Any disposition of a non conforming product will be made by Kreis Tool in writing. The Seller will notify the Buyer in writing of any substantive changes to the Seller's processes, facility or personnel which could impact product quality. All quality requirements (specifically including Boeing Specification D6-56202, and other applicable material, processing, ISO, ASME, NADCAP specifications) must be flowed down to sub-tier suppliers. Quality Records pertaining to this order shall be maintained for a minimum period of 10 years.
5. **GENERAL:** The Buyer reserves the right to correct obvious clerical or typographical errors with no liability. The Seller may not assign this Order or any rights there under, including monies due or to become due without the written consent of the Buyer. The Seller shall not without prior written consent of the Purchasing Administrator in any manner advertise or publish the fact that the Purchasing Administrator has placed this Order. Blueprints, models, specifications or any other information supplied by the Kreis Tool, for use on this Order shall be considered the sole property of Kreis Tool. This information will not be disclosed to others, except to subcontractors as necessary for the completion of this PO. Subcontractors shall have the same obligation of nondisclosure and restriction on use. Its use shall be restricted to this Order. Subcontractors & subcontractor's personnel shall be aware that work performed by the subcontractor and related personnel contributes directly to product/end-item conformity as well as product safety. Subcontractor & subcontractor personnel shall also maintain ethical behavior.
6. **RIGHT OF ACCESS:** Subject to all applicable Government security regulations and pursuant to FAR clause 52.246-2, acceptance of this Order shall grant to authorized representatives of our organization, our customer and regulatory authorities right of access to all facilities, at any level of the supply chain, involved in performing work under this Order. This right extends to all applicable records involved in the order. Seller shall provide adequate information on performance of this Order in response to reasonable requests by Buyer and/or its customer.
7. **DRAWING AND SPECIFICATIONS:** All documents, drawings, specifications and other documents provided to Seller in connection with this purchase order are proprietary to Kreis Tool and its customers. This proprietary information is authorized for use only in the performance of and for the purpose of this Purchase Order. Any other use shall constitute a breach of confidentiality of intellectual property rights if the owners.