
	DOCUMENT NO.	DOCUMENT TITLE	
	FRM-3-01-02	Terms and Conditions	
	Rev. C		

PURCHASE ORDER TERMS AND CONDITIONS

- 1.0 **PACKING AND SHIPPING:** Seller shall prepare and pack the Goods to prevent damage and deterioration. Charges for preparation, packing, crating, and cartage are included in the price unless separately specified in the Order
- 2.0 **SHIPMENT/DELIVERY:** Shipments or deliveries, as specified in this Order, shall be in accordance with the specified quantities (without shortage or excess,) the specified schedules (neither ahead of nor behind schedule), and the other requirements of this order. Seller shall promptly notify Buyer in writing of any anticipated or actual delay, the reasons for the delay, and the actions being taken by Seller to overcome or minimize delay.
- 3.0 **CUSTOMER FURNISHED MATERIAL:** All customer-furnished materials (e.g. blueprints, mylars, tooling, inspection gages, etc.) are to be returned with the product upon completion of the order.
- 4.0 **IDENTIFICATION AND LOT TRACEABILITY:** When specified in the Buyer's purchase order, the Seller shall control and maintain lot identification and traceability of product by suitable means from receipt and during all stages of production and delivery including review and acceptance of any provided documents and materials.
- 5.0 **CONTROL OF CHANGES:** The seller agrees not to make any changes in product and /or process, changes of suppliers, changes of manufacturing facility location and design details that would affect the product or any component part without prior written approval from Ortho Precision Products.
- 6.0 **APPROVED SUPPLIERS:** Only customer approved suppliers may be used by the Seller for processing Goods. NOTE: further subcontracting is prohibited unless approved in writing by Ortho Precision Products or Ortho Precision Products' customers, and regulatory agencies.
If sub-contracting is granted by Ortho Precision Products the Seller agrees to flow down all applicable requirements in the purchasing documents, including reference to Serial Numbers and/or Critical Characteristics where required.
- 7.0 **RIGHT OF ENTRY:** Seller shall allow Ortho Precision Products or its customers, and regulatory agencies right of entry into the Sellers facility to determine and verify the quality of work, records, and material at any time.
- 8.0 **CONTROL OF NONCONFORMING PRODUCT:** Seller shall maintain a system that clearly identifies, documents, controls, and segregates nonconforming material. Shipments of goods containing nonconformities is not allowed until all Material Review Board (MRB) actions have been properly completed.
Seller shall maintain, on a trend basis, a system of nonconformity level reporting for the purpose of demonstrating continuous improvement to the product quality. Seller shall also take prompt and effective action to correct and prevent recurrence of any nonconformity, including any nonconformity that may occur at Seller's subcontractors.
- 9.0 **QUALITY:** As a minimum suppliers must comply to ISO 13485 or ISO 17025-competence of testing and calibration laboratories, unless approved by the Director of Quality. The Seller shall provide and maintain its quality system which will ensure that all delivered products conform to purchase contract requirements, whether manufactured or processed by the supplier. The seller shall maintain controls and perform all inspections and tests required to substantiate product conformance to drawings, specifications, and other purchase order requirements. If a discrepancy is detected between any drawings, specifications, tags, purchase order or other documents and materials, Ortho Precision Products must be contacted in writing to resolve and provide authorization to continue. The seller should ensure that their employees are aware of their contribution to product or service conformity, contribution to product safety, and the importance of ethical behavior.
- 10.0 **CERTIFICATIONS:** The seller must ensure that individual parameters within a given specification have been met. Certifications must reflect all applicable manufacturing and process specifications called for on the engineering drawing, the condition prior to calibration, required tolerances and special processes to be used must be stated on the purchase order. The specifications must be listed on the certification in proper sequence. Critical sub-level referenced processes need to be certified (e.g. bake after plate, stress relieve. etc.).
- 11.0 **CALIBRATED ITEMS:** Items calibrated must have certificates of compliance with MIL-STD 45662, ANSI/NCSL Z540.1, ISO 10012, and be traceable to NIST standards.
- 12.0 **RECORDS RETENTION:** Suppliers are required to control and maintain records for a period of at least Ten (10) years and shall make those records accessible upon request.
- 13.0 **SDS** Suppliers must provide Safety Data Sheets (SDS) and/or certificates of compliances for restricted, toxic or hazardous substances upon request by Ortho Precision Products.