



## Purchasing Terms and Conditions (01/2019)

1. Reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. ULTIMATE 3D reserves the right to review and approve the Vendor's Quality Management System. Standard QMS Requirements Include:
  - a. Vendors providing special processing must maintain a system for validating processes.
  - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify ULTIMATE 3D of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. ULTIMATE 3D reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. ULTIMATE 3D reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Vendor is required to:
  - a. Notify ULTIMATE 3D of nonconforming product.
  - b. Obtain ULTIMATE 3D's approval for nonconforming product disposition.
  - c. Notify ULTIMATE 3D of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
  - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
9. The Vendor is required to retain all Records associated with the Purchase Order for five years or as required by contract. At which time, Seller shall request disposition instructions from Buyer and shall transfer or dispose of such records as Buyer requests.
10. Right of access by ULTIMATE 3D, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
11. All vendors providing Calibration Services must be Certified ISO 17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.
13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
14. Counterfeit Product: All product provided to ULTIMATE 3D shall consist of new materials and authentic products only. Buyer must be contacted in the event that Vendor becomes aware of Counterfeit Product.
15. The Vendor will ensure that all persons performing work for ULTIMATE 3D are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.