



PACIFIC SWISS & MANUFACTURING, INC.

**ISO 9001: 2015 CERTIFIED
ITAR REGISTERED**

Purchase Order Terms and Conditions for our Vendor(s)/Supplier(s)

By accepting a purchase order from Pacific Swiss & Manufacturing, Inc. the following terms and conditions apply:

1. Approved Vendor(s)/Supplier(s) shall flow down any applicable specification or other requirements; including key characteristics to their sub-tier approved Vendor(s)/Supplier(s) to maintain consistency with the original purchase order.
2. Vendor(s)/Supplier(s) must notify Pacific Swiss in cases of nonconforming product. In such cases Pacific Swiss will issue a Non-Conforming Material Report. Additionally, Pacific Swiss will reserve the right to reject and charge back the Vendor(s)/Supplier(s) for non-conforming product. Charges may include but not be limited to, time, material, outside processing and freight. No substitutions are allowed outside of specifications without the express written consent and acknowledgement of Pacific Swiss.
3. Vendor(s)/Supplier(s) must notify Pacific Swiss in cases of counterfeit product. Pacific Swiss will reserve the right to reject and charge back the Vendor(s)/Supplier(s) for counterfeit product. Charges may include but not be limited to, time, material, outside processing and freight. For information on preventing the use of counterfeit parts see 8.1.4 of the AS9100D/ISO 9001:2015 Standard.
4. Vendor(s)/Supplier(s) must notify Pacific Swiss in the event of changes to location, processes, process definitions, products, or services (including that of external providers) to obtain our consent and approval. Any such notification or approval must be communicated via email or other permanent means.
5. Department of Defense (DoD) orders will comply with 15 CFR 700. DO and/or DX rated orders will take production priority over commercial orders per the Defense Priority Allocation system (DPAS).
6. If DFARS/DPAS/ITAR are required, that information will be provided on the purchase order.
7. Pacific Swiss monitors on-time delivery and quality performance on all Approved Vendor(s)/Supplier(s). Adverse performance will impact future opportunities.
8. Vendor(s)/Supplier(s) are to inform Pacific Swiss of timeline issues that will negatively impact delivery to the required Purchase Order expected delivery date. Notification shall be made at least one week prior to the delivery date stated on the Purchase Order, or as soon as is possible.
9. Corrective actions that are implemented against a purchase order by Pacific Swiss are to be applied by the Vendor(s)/Supplier(s) at no cost to Pacific Swiss and within a timely manner as agreed upon by both parties.
10. Certification(s) of Compliance to all applicable specifications are required when requested by Pacific Swiss.

11. Right of Entry shall be granted to Pacific Swiss, its customers, and regulatory authorities to access manufacturing, technical and quality records (excluding financial books and records) of the Vendor/Supplier and sub tiers involved in the manufacture of the product recorded on the Purchase Order, as is applicable. Records shall be obtainable within 24 hours of request.
12. Records resulting from the processing of this Purchase Order shall be retained for a minimum of ten (10) years after completion of Pacific Swiss' customer contract, or as otherwise required and requested.
13. Approved Vendor(s)/Supplier(s) shall maintain records of qualification and competence of employees performing required products and services. They must also ensure that all persons/employees in their operation are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior. Pacific Swiss reserves the right to review the Vendor(s)/Supplier(s) plans at any time within 24 hours notice.
14. Approved Vendor(s)/Supplier(s) are encouraged to maintain a recognized quality system. At a minimum, the quality system must be documented and ensure that the order requirements are controlled and show evidence of product and service conformity. AS9100 and/or ISO 9001 Quality Management System or equivalent are preferred and may be required depending on the requirements of the Pacific Swiss customer.
15. Vendor(s)/Supplier(s) will maintain an approved calibration system (where applicable) which ensures valid measurements within the appropriate accuracy and is traceable to the NIST (National Institute of Standards Technology)
16. For Calibration Vendor(s)/Supplier(s): ISO 17025 Certification is preferred. Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology)
17. When specification(s) are called out on the Purchase Order, the Vendor(s)/Supplier(s) are required to process to the appropriate revision. If it is not in the Vendor(s)/Supplier(s) possession, it must be obtained by contacting Pacific Swiss for a copy.
18. If a Purchase Order is submitted by Pacific Swiss that does not contain a dollar amount, Pacific Swiss must be notified and agree to the price, updating and forwarding a revised copy to the Vendor(s)/Supplier(s), before the packing list/invoice can be accepted.
19. All Vendor(s)/Supplier(s) to Pacific Swiss should have a robust risk management plan for issues such as disaster recovery and preparedness, labor issues, and power disturbances.
20. Vendor(s)/Supplier(s) are responsible for any items lost or damaged in transit.
21. All Vendor(s)/Supplier(s) agree to purchase and maintain Workers Compensation, Commercial General Liability, and Vendor's Broad Form insurance with limits not less than \$1,000,000 per occurrence \$3,000,000 in the aggregate naming Pacific Swiss, its employees, officials, and agents as additional insured's with respect to work or services performed under this agreement.
22. Vendor(s)/Supplier(s) warrants that all goods provided in regard to the Purchase Order have been produced and all services performed are compliant with all applicable international, national, state, and local laws and ordinances and all lawful orders, rules, regulations, codes, and standards.

Contact the buyer listed on the Purchase Order with any question related to the requirements of the order.

Delivery or the creation of a packing slip and/or invoice by the Vendor(s)/Supplier(s) establishes acceptance of these terms and conditions.