



## **E. F. PRECISION, LLC AND PRECISION ASSEMBLY, LLC**

### **Purchase Order Terms & Conditions**

The following conditions shall form a part of all Purchase Orders issued by E F Precision, Inc. & Precision Assembly, Inc. In accepting the award of a Purchase Order from E F Precision, Inc. & Precision Assembly, Inc. the supplier (identified in the Purchase Order as “Issued to”) as well as all of its agents, employees, associated companies and subcontractors where applicable agrees to these Conditions and to having read and acknowledged these Conditions.

#### **1. Complete Agreement**

Upon acceptance by E F Precision, Inc. & Precision Assembly, Inc. a solicitation, bid, proposal, or price quotation and the resulting Purchase Order shall be deemed a binding contract. Changes are binding only if agreed to in writing. Supplier shall notify EF Precision, Inc. or Precision Assembly, Inc. of changes in the purchased product prior to the implementation of any changes that affect the ability of the purchased product to meet the specified purchase order requirements.

#### **2. Acceptance**

If a Purchase Order is not accepted as written, E F Precision, Inc. & Precision Assembly, Inc. Materials Manager must be notified immediately. The Purchase Order and a written explanation must be returned at once to the Purchase Agent specified on the Purchase Order.

#### **3. Correspondence**

Written correspondence relating to a Purchase Order shall be delivered to the Purchasing Department for the attention of the specified Buyer at E F Precision, Inc. & Precision Assembly, Inc. offices located at 2301 Computer Ave., Willow Grove, PA 19090.

#### **4. Deliveries**

Goods and/or services shall be delivered on or before the date specified on a Purchase Order. Partial deliveries may be accepted. E F Precision, Inc. & Precision Assembly, Inc. reserves the right to designate the freight carrier and routing.

#### **5. Late Shipments**

Supplier is responsible for notifying E F Precision, Inc. & Precision Assembly, Inc. of any late/delayed shipment and reserves the right to cancel all or any part of the Purchase Order if supplier fails to make deliveries within the time specified on the Purchase Order.

## **6. Sellers Invoice**

Supplier must submit its invoice within 60 days of completing the order. Failure to observe this time limitation may constitute a waiver of all claims for payment of the invoice. Invoices shall be prepared and submitted in duplicate to the "Ship-to" address shown on the Purchase Order. Separate invoices are required for each Purchase Order and shall reference the Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

## **7. Freight Charges**

Freight charges, whether sold FOB Destination or FOB Point of Shipment, must be prepaid, unless otherwise directed.

## **8. Infringement**

The supplier shall hold E F Precision, Inc. & Precision Assembly, Inc. its officers, agents, and employees harmless from liability of any nature or kind on account of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under a Purchase Order issued by E F Precision, Inc. & Precision Assembly, Inc.

## **9. Inspection / Acceptance**

All material and workmanship is subject to inspection and test by E F Precision, Inc. & Precision Assembly, Inc. notwithstanding any inspection during manufacture or witness test at the plant, warehouse or other location. Final inspection and acceptance of any articles ordered including procedures, processes and equipment shall be after receipt by E F Precision, Inc. & Precision Assembly, Inc. E F Precision, Inc. & Precision Assembly, Inc. reserves the right to reject any articles which do not comply with the specifications of its Purchase Orders, or which contain defective materials or workmanship. Rejected articles shall be removed at supplier's expense, including transportation both ways promptly after notification of rejection and supplier shall bear risk of rejected articles.

## **10. Assignment of Contract**

Supplier shall not assign any part of the Purchase Order or referenced contract without prior written consent of E F Precision, Inc. & Precision Assembly, Inc.

## **11. Quantities**

Deliveries must not exceed the quantities shown on the Purchase Order without prior written approval of the Buyer.

## **12. Safety Orders, Regulatory Compliance**

Where any goods and services are regulated, certified or ostensibly approved or are to be operated pursuant to any license, grant or regulatory control of any Federal or State Agency then the goods or services must conform with any and all of the health and safety regulations of the appropriate governmental entity including (but not limited to) the Federal Communications Commission, the Federal Aviation Administration, the Pennsylvania Department of Health and the Occupational Safety and Health Act of 1970.

## **13. Title to Goods**

It is the intent of the parties to this contract that all risk of loss and title to the commodities covered by this contract shall pass at the FOB point contained herein except as expressly ordered otherwise.

**14. Warranty**

Notwithstanding E F Precision, Inc. & Precision Assembly, Inc. acceptance or right of inspection and/or any other terms or conditions provided in the Purchase Order and referenced contract, the supplier warrants that all articles furnished there under are free from defects in design, materials, or workmanship and that articles fully comply with specification and are suitable and fit for the use intended.

**15. Compliance with Laws and Regulations**

**The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60- 300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

**16. Records**

Seller agrees to retain all records obtained during the performance of the purchase order to support their process, i.e., raw materials used in plating, painting, anodizing, heat treatment, etc., that are not required to be forwarded to EFPG at time of product delivery. Records will be retained for a period of seven years or longer as identified by EFPG at the time of purchase order acceptance. Records will be stored in a manner as to be identifiable to the process certification supplied to EFPG. Records will remain legible, retrievable, and stored in an area that prevents deterioration. Records that have reached their identified maturity will be disposed of in a manner consistent with the Sellers' normal business practices unless otherwise requested by EFPG for variation.

**17. Quality Management System**

Suppliers are encouraged to establish and maintain a quality management system using the elements found in ISO9001 or 21 CFR, Part 820 as applicable to the product and process being purchased. Qualification of supplier personnel shall be maintained as applicable.

**Effective December 1, 2023 Rev. C**