



Terms & Conditions of Purchase		
Record Number	Record Revision	Date of Revision
A-840-002	5	04/28/2020
Approved by:	Date Approved:	Page 1 of 2
Carlos Sevillano	04/28/2020	

1. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Florida, USA.
2. Our organization reserves the right of final approval of product, procedures, processes and equipment.
3. All special processes required by this PO must be performed by qualified personnel.
4. Our organization reserves the right to review and approve the providers Quality Management System.
  - a. Standard QMS Requirements Include:
    - i. providers providing special processing must maintain a system for validating processes.
    - ii. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
    - iii. providers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.
5. Our organization 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. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. Provider shall allow KW Products, Inc., our customers, and regulatory agencies the “right of access” to any place necessary to determine and verify the contracted work conforms to specified requirements, including all applicable records and materials.
8. The Provider is required to:
  - a. Maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
  - b. Notify our organization of nonconforming product.
  - c. Obtain our organization approval for nonconforming product disposition.
  - d. Notify our organization of changes in product and/or process, changes of providers, and changes of manufacturing facility locations.
  - e. Flow down to the supply chain the applicable requirements including customer requirements.
  - f. Provide root cause analysis, effective corrective and preventive action as requested.
  - g. The provider is required to retain all records associated with the purchase order for seven years or as required by contract.
9. **CALIBRATION**
  - a. All providers providing Calibration Services must be accredited in accordance with ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
  - b. Provider shall maintain a documented calibration system for the control and maintenance of measuring and test equipment.



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10. Provider 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 Provider.
11. 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.
12. As applicable, Far Clause 52.246.2 and 52.203-7 are hereby invoked.
13. As applicable, the provider shall comply with the DPAS priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency.(DO) Critical to national defense. (<http://www.dcmamil/DPAS/>)

#### 14. EXPORT/IMPORT/ITAR COMPLIANCE

- a. Warning: Information furnished to provider under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Provider is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to provider or provider's lower-tier providers, without the prior written consent of KW Products, Inc., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, provider shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from providers' failure to comply with the Export Laws and Regulation of the United States.

#### 15. COUNTERFEIT PARTS PREVENTION

- a. The Provider warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Provider.
- b. The Provider warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.

#### 16. PERFORMANCE

- a. All external providers to KW Products, Inc. must be aware of the importance of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior, including consequences for their actions.
- b. External providers are measured and monitored according to "On time delivery & product conformity" to ensure acceptable performance. providers that consistently have an unsatisfactory rating may not be included in bidding of new business.

#### 17. CODE OF ETHICS

- a. Provider and representatives of KW Products, Inc. shall conduct all business affairs according to the highest standards of business ethics and integrity. Should there be any questions as to whether a payment, receipt, or other action is unethical, lacking integrity, or illegal, the matter must be reviewed by KW Products, Inc. management. When in doubt, ask for guidance. All employees, contract workers, interns, and representatives, must avoid all actual or perceived conflicts of interest, and must treat all providers and business contacts equally and without favoritism.