

Sharp Tool Manufacturing LLC

TERMS AND CONDITIONS:

DELIVERY: Overages/Shortages must be approved by the buyer prior to shipment and indicated on your packing slip. Early shipments in excess of 5 days are unacceptable unless authorized by the buyer.

ACCEPTANCE: Commencement of performance pursuant to this Purchase Order constitutes acceptance hereof by the supplier.

CERTIFICATIONS: Material, Processing and Machining suppliers are to provide all pertinent test reports/certifications unless otherwise specified.

QUALITY SYSTEMS: The supplier shall use ISO9001:2008 as its fundamental quality system and as amended from time to time.

QUALITY: Supplier shall notify Sharp Tool Manufacturing LLC of any nonconforming product/material

SPECIFICATIONS: Supplier to use the most current revision of the specification unless otherwise specified.

ASSIGNMENT: Supplier shall not delegate any duties, nor assign any right or claims under this Purchase order, or reach thereof, without prior consent of Sharp Tool Manufacturing LLC.

INSPECTION: All items and goods delivered are subject to inspection and approval by Sharp Tool Manufacturing LLC before acceptance. Machined components requiring NDT are subject to rejection based on NDT results.

RIGHT OF ENTRY: Supplier grants Sharp Tool Manufacturing LLC, its agents, representatives and customers, at all practical times and at the supplier's location, the right to enter and inspect, review and audit all items that in any way relate to this order, before, during, and after production.

GOVERNMENT, SAFETY AND ENVIRONMENTAL REGULATIONS: All purchased materials shall satisfy current governmental, and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.

NONCONFORMING MATERIAL: The supplier shall make arrangements for Sharp Tool Manufacturing LLC approval of supplier nonconforming material.

SUB-TIER SUPPLIERS: After consent of Sharp Tool Manufacturing LLC to assign, the supplier shall flow down to their sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

CHANGES: Supplier is to notify Sharp Tool Manufacturing LLC of any changes in their product and/or process, changes of suppliers and changes of manufacturing location.

RECORD RETENTION: Supplier is required to maintain all records pertaining to this order. Contact Sharp Tool Manufacturing LLC before disposal of records.

HANDLING: When Sharp sends parts to supplier for processing, supplier is responsible for inspecting incoming parts for nicks, dings or 'transportation' damage. If supplier discovers 'transportation' damage, pictures of damage are to be sent to Sharp Tool Manufacturing LLC buyer to determine if rework is required prior to supplier proceeding. If no damage is noted by supplier at incoming, any damage found upon return of parts to Sharp Tool Manufacturing LLC is assumed to be supplier caused; rework/scrap costs will be allocated accordingly.