



11100 Metric Blvd. STE 200C  
Austin, TX 78758

# TERMS AND CONDITIONS FOR PURCHASE ORDERS

Rev.C : 9/29/2020

Supplier agrees that the following Terms and Conditions and the applicable Quality Clauses for suppliers are incorporated into and govern all Purchase Orders between Supplier and East/West Manufacturing Enterprises (EWME).

Supplier represents and warrants that:

- a. **For all Purchase Orders, no line item specifications can be changed without prior approval;**
- b. **Regarding Purchase Orders for electronic component vendors, date codes older than five (5) years from the order date will not be accepted without prior approval;**
- c. the products and services, and the production and sale thereof, and all warranties, guarantees and representations by Supplier made or authorized to be made in connection therewith are in all respects in compliance with all applicable international (including applicable import and export regulations), federal, state and local laws, rules and regulations;
- d. the goods are fit for the use intended, neither the products and/or services, nor their sale or use, will infringe upon any patents, trademarks, copyrights, trade secrets or similar intellectual property rights of any third party;
- e. unless otherwise specified in the Purchase Order, the goods are new and not used or reconditioned;
- f. Supplier will notify EWME of nonconforming product and obtain approval for disposition from EWME;
- g. Supplier will flow down applicable requirements to their direct and sub-tier suppliers and apply appropriate controls to ensure that requirements are met;
- h. Supplier will ensure that employees at all levels in their organization are aware of their contribution to product conformity and safety and the importance of ethical behavior; furthermore supplier must maintain an environment, health and safety management system appropriate for its business throughout the performance of the applicable contract.
- i. Supplier will comply with all federal, state and local laws, ordinances, rules and regulations applicable to its performance under the Purchase Order;
- j. Supplier will allow EWME, regulatory authorities, and EWME customers right of entry to the applicable areas of facilities and access to applicable documented information, at any level of the supply chain;
- k. as appropriate to the product, Supplier will plan, implement, and control processes for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product delivered to EWME.
- l. the products and services covered under the Purchase Order are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to in writing;
- m. Supplier owns all rights, title and interests in the products and services and has the legal authority to sell, license or otherwise transfer the right to use or sell such items to EWME;
- n. The supplier will not utilize involuntary labor and will flow down this requirement to its suppliers throughout the supply chain to maintain a supply chain free of human trafficking.



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The Purchase Order, Quality Clauses and the subject matter of this Terms and Conditions agreement constitute the entire agreement and understanding regarding these items between the parties, and EWME shall not be bound by any other similar terms, including, without limitation, any terms that may be contained in any acknowledgement, contract, proposals, invoice form, Supplier's website or correspondence, or other act of Supplier and notwithstanding EWME purchasing department's act of accepting or paying for any shipment or similar act of EWME purchasing department.

Direct all invoices to EWME Accounts Payable at [accounting@ewme.com](mailto:accounting@ewme.com)

## Clause 1 Certificate of Conformance

A Certificate of Conformance is required for all product provided to East/West Manufacturing Enterprises and must include the following information: Supplier name and address; part number and PO number; Traceability/Lot information, and a statement that product conforms to all requirements.

## Clause 2 Material Requirements

Raw Material certifications are required for every raw material component and must include the following information: material type, size and shape; material specifications; traceability to the mill heat/lot and country of origin.

Material substitutions are not permitted without authorization from East/West Manufacturing Enterprises.

## Clause 3 IPC Requirements

All services manufacturing or providing electronics or electronic components must adhere to the relevant and current IPC standards unless otherwise stated (e.g, IPC-A-610, IPC-A-620, IPC-A-600).

## QUALITY CLAUSES

### Clause 6 Inspection Results

In any circumstance where the contract or purchase includes testing or validation, a certificate or record of the test being performed with product information, lot information, test results, and the date the test was performed must be provided to East/West with the shipment. Inspections must include those required for adherence to IPC or other communicated standards. Inspection equipment calibration certificates may be requested.

### Clause 7 Hazard Communication and Safety Data Sheets

Chemical distributors are required to provide Safety Data Sheets. Chemical container labels must include a harmonized signal word if applicable, pictogram, and hazard statement for each hazard class and category. Precautionary statements must also be provided.



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## **Clause 8 Limited Life Items**

Materials or articles having characteristics susceptible to degradation with age shall be marked in a permanent manner to indicate the manufacturer's batch number and the shelf life or expiration date.

## **Clause 9 Document Retention**

Documents generated for or received for work or services for East/West shall be retained for at least one year after work completion. Proprietary information to East/West or its customers shall be destroyed after 5 years of retention unless other correspondence from East/West gives specific instruction stating a different period of time.

## **Clause 10 Calibration Services Retention**

Calibration shall be performed with traceability to NIST, International standards or NIST accepted intrinsic standards of measurement. A minimum Test Uncertainty Ratio (TUR) of 4:1 shall be used. Calibrations and acceptance criteria shall be per lab's internal procedures and also comply with ANSI/NCSL Z540-1-1994 and ISO/IEC 17025:2005.