

General Terms & Conditions

- GTC-1 Conformance to Purchase Order Requirements: The Supplier is responsible to verify and demonstrate conformance to all Order requirements. Neither audit, review, inspections and/or tests made by PVP AEO or its customers at the Supplier's facility, the Supplier's sub-tier's facility, or upon receipt at PVP AEO, relieves the Supplier of the responsibility to furnish acceptable products or services that conform to all Order requirements, nor does it preclude subsequent rejection by PVP AEO or its customers. By delivering products or services on the Order, the Supplier certifies that such products or services are in conformance with all applicable requirements of the Order and objective evidence of conformance is available and will be furnished to PVP AEO upon request.
- GTC-2 Requirements Flow Down to Sub-tier Suppliers: All applicable requirements that are invoked or applied to PVP AEO's Purchase Order, including this clause, shall be flowed down to the Supplier's sub-tier suppliers.
- GTC-3 Right of Access: Work under this Purchase Order is subject to review and/or inspection at the Supplier's facilities and sub-tier supplier's facility by representatives of PVP AEO, PVP AEO customers, and the U.S. Government and/or regulatory agencies. If a review and/or inspection is to be conducted, the Supplier will be notified prior to this event.
- GTC-4 Change Authority: The Supplier shall provide in writing advance notification to PVP AEO of any change(s) to tooling, facilities, materials or processes of the delivered item including sub-tier supplier changes. This includes, but is not limited to, fabrication, assembly, handling, testing, facility location or introduction of a new sub-tier supplier. The Supplier may not make any changes in products, processes, materials, or data, e.g. drawings and specifications, that may affect fit, form, function, reliability, or maintainability of the delivered item without specific written approval by PVP AEO prior to making such changes.
- GTC-5 Nonconforming Product: Any products found to be nonconforming to PVP AEO drawings, specifications, Purchase Order, or other applicable requirements either by the Supplier or the Supplier's sub-tier suppliers, shall be identified, segregated, and reworked or replaced with conforming products prior to delivery to PVP AEO .

When nonconforming product cannot be reworked or replaced with conforming product, the Supplier shall submit a request to disposition nonconforming product to PVP AEO prior to any shipment. When authorized by PVP AEO, the Supplier shall complete the required nonconformance reporting forms that will be furnished, along with instructions for their completion. After review and disposition by PVP AEO, a copy of the nonconformance form with disposition will be returned to the Supplier.

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The Supplier may not ship to PVPAEO any nonconforming products that have not been dispositioned by PVPAEO unless authorized by PVPAEO in writing. When PVPAEO dispositioned products are delivered to PVPAEO, the Supplier shall reference the nonconformance report number on the packing list/shipper and include a copy of the dispositioned nonconformance report with the shipment. The subject product shall be marked or tagged to permit easy identification on receipt at PVPAEO.

PVPAEO reserves the right to reject and return any nonconforming products to the Supplier at the Supplier's expense. Returned products that are reworked or replaced by the Supplier and re-submitted to PVPAEO shall be clearly identified as re-submitted products on the Supplier's packing list/shipper with a statement that the products are replacement **or** reworked to meet all applicable requirements and reference the PVPAEO nonconformance report number.

GTC-6 Certifications: The Supplier shall furnish with the initial delivery of products and/or services on the Purchase Order, all certifications, test reports, and other documents issued by the Supplier or its sub-tier sources as required by the Supplier Clauses listed on this Order. The Supplier is responsible to ensure that all required certifications furnished are complete, legible and reproducible, accurate, and in conformance with all Purchase Order requirements. PVPAEO reserves the right to return all products to the Supplier at the Supplier's expense when the certifications are not properly executed.

All certifications shall be in the English language and as a minimum include the following information and data:

- a) Name and address of the issuing company
- b) Part number and revision, including PVPAEO 's part number when applicable
- c) Source manufacturer's lot, heat, batch, date code, and/or serial number when applicable
- d) Quantity processed and/or delivered
- e) PVPAEO 's Purchase Order number and line item number, if applicable
- f) Name (typed or printed) and acceptable signature of the authorized official of the issuing company. Signatures are considered acceptable only if applied under the direct control of the authorized official whose name appears on the certification.

GTC-7 Product Identification: All products delivered under this Order must be identified with a part number or other identification in accordance with the drawing, specification, and/or Purchase Order requirements.

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GTC-8 Preservation, Packaging, and Shipment: Unless otherwise specified by this Purchase Order, the Supplier shall use good commercial standard practices for the preservation, packaging, and shipment to prevent damage to products during shipment to PVP AEO or deterioration while in storage at PVP AEO . Exterior labeling on packages shall minimally include the Purchase Order number as well as adequate identification of precautions needed to ensure the integrity of the product being shipped.

GTC-9 Export Controls: The Supplier agrees to comply with all applicable United States export control laws and regulations, including, but not limited to the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 CFR 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and Export Administration Regulations, 15 C.F.R. 730-774. The Supplier shall obtain all required export licenses, or agreements, to perform Supplier's work, as applicable.

The Supplier agrees to notify PVP AEO if any articles or services to be delivered under this Purchase Order is restricted by export control laws or regulations.

The Supplier shall immediately notify PVP AEO's Purchasing Representative if they are listed in the Denied Parties List or if the export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

If the Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defensive services, the Supplier represents that it maintains an effective export/import compliance program in accordance with the ITAR and it is registered with the United States Office of Defense Trade Controls (unless covered by one of the exemptions set forth in 22 C.F.R. 122.1) as required by the ITAR.

GTC-10 The equal employment opportunity clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and other covered veterans, set forth in 41 CFR 60-250.5, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.