

**Skill-Metric**  
**Purchase Order Terms and Conditions:**

**GENERAL REQUIREMENTS:** Unless otherwise specified in the purchase order, the following general requirements apply to the purchase.

**PROHIBITED PRACTICES:** Unauthorized repairs: without SKILL-METRIC's approval: seller will not repair by welding, brazing soldering, adhesive or by any method any parts nonconforming, damaged or found to be faulty during fabrication.

**CHANGE IN APPROVED PROCESS, MATERIALS OR PROCEDURES:** Seller will not change any process, material or procedure without prior approval from SKILL-METRIC.

**UNAUTHORIZED SUBMITTAL OF PRODUCTION PARTS:** when the purchase order requires acceptance of a first article, Seller will not submit parts from a production run for inspection prior to SKILL-METRIC acceptance of such first article, unless authorized by SKILL-METRIC in writing.

**IMPROPER RESUBMITTAL:** articles rejected by SKILL-METRIC, and subsequently resubmitted to SKILL-METRIC will be clearly and properly identified as resubmitted articles. Seller's shipping document will contain a statement that articles are replacement or are reworked articles and also will refer to SKILL-METRIC's rejection document.

**SUBTIERS:** The seller will not procure items or service from subtiere, unless such subtier is approved in advanced by SKILL-METRIC in writing. The seller is required to flow down the requirements to all subtiere, to allow "Right of Access", to notify SKILL-METRIC of any product/process changes, notification of nonconformances, and records retention requirements as called out in these terms and conditions

**RESPONSIBILITY FOR CONFORMANCE:** Neither surveillance, inspection and or tests made by SKILL-METRIC or his representatives, at either the Seller's or SKILL-METRIC's facility will relieve the seller of the responsibility to furnish items which conform to the requirements of the Purchase Order.

**DOCUMENTATION:** SKILL-METRIC may refuse to accept items delivered under the purchase order if the seller fails to submit the certification, documentation, test data or reports as specified in the purchase order. Documentation includes source inspection record when source inspection is performed.

**LOT SAMPLING:** The buyer reserves the right to use MIL-STD-1916 or applicable inspection plan for the acceptance or rejection of supplies. Final acceptance is at SKILL-METRIC.

**CORRECTIVE ACTION REQUEST:** When a Quality problem exists, SKILL-METRIC will request Corrective action from the seller. Such request require timely responses and will include the following information: Analysis of the cause of the problem, statement of the action taken, and the effectivity of the action.

**NONCONFORMING MATERIAL CONTROL:** The seller will maintain an effective, documented system for control of nonconforming articles, which include identification, segregation, review and processing of nonconforming articles.

The seller will not accept nonconforming articles, other than the Seller's proprietary products, unless authority to conduct Material Review activities has been granted by SKILL-METRIC. Seller's of proprietary products will not conduct Material Review action or discrepancies that will result in a departure from the requirements of SKILL-METRIC or customer specifications.

Should the seller identified possible delivery of nonconformances supplied to SKILL-METRIC they shall inform SKILL-METRIC's Quality Manager within two (2) working days, by phone from the date of the discovery and within seven (7) working days by letter.

**RIGHT OF ACCESS:** The seller will permit SKILL-METRIC, SKILL-METRIC's customer, and cognizant Government agencies to conduct such inspections and audits at suppliers facilities as may be required to verify compliance with SKILL-METRIC Purchase Order requirements, Such facilities and assistance as may be reasonably required to accomplish these inspections will be furnished by the seller without cost to SKILL-METRIC or its customer.

**WARRANTY:** Seller expressly warrants that all work, including articles, material and designs, supplied by seller, will conform to the specifications, drawings, samples or other descriptions set forth in order or furnished by SKILL-METRIC and will be good material and workmanship and free from defect. All work is subject to final inspection and acceptance at SKILL-METRIC's plant, it being understood that payment therefore shall not constitute acceptance. Any work which is found to be defective either before or after acceptance may be rejected and returned to seller at seller's risk and expense for repair or replacement, or if seller cannot make the repair or replacement in the time required buy the buyer to meet its delivery schedules, for credit at SKILL-METRIC's option. If SKILL-METRIC finds it impractical to return defective work for rework, repair or replacement within a reasonable time, it may perform necessary repairs and charge the reasonable cost therefore to seller. Any payments made on any rejected work shall be immediately refunded to SKILL-METRIC.

**DELIVERY:** Should Seller fail to deliver material within the time specified, SKILL-METRIC may terminate this order in whole or part and may buy else where and charge Seller any additional expense incurred thereby. SKILL-METRIC expressly retains all its rights and remedies provide by law in case of such a default, and no action on the part of SKILL-METRIC shall constitute a waiver of any right or remedy. Seller shall not be liable by reason of any failure to deliver or delay in delivery due to any cause beyond Seller's reasonable control and with out fault or negligence of SKILL-METRIC.

**PACKING:** No charge will be allowed for packing, boxing, or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to ensure proper protection will be charged to Seller. Each package must contain a memorandum showing Shipper's name, contents of package and purchase order number of SKILL-METRIC.

**RECORD RETENTION:** Supplier will retain all records pertaining to this order for a period of 7 years. If the supplier can not do this for any reason the supplier is to forward all records to SKILL-METRIC.