



**MERIDEN MFG INC.  
PURCHASE ORDER TERMS AND CONDITIONS**

**QAP-206-03-FM**  
**Revised Date: 9-29-10**  
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**ACCEPTANCE:** Unless otherwise specifically agreed to in writing, the following terms and conditions shall apply to the **SELLER'S** acceptance of this Purchase Order and **MERIDEN MFG's** acceptance of ordered items. THE acceptance of this order by **SELLER** shall be conclusive evidence of the **SELLER'S** approval, consent, and agreement to the terms and conditions herein. Any terms and conditions listed on any **SELLER** document which are in addition to or in conflict with these terms are objected to and shall not become part of this transaction. **CONFIRMATION OF ORDER:** The **SELLER** must acknowledge the order and accept **MERIDEN MFG'S** offer within eight (8) business days after **SELLER'S** receipt thereof.

**DELAY IN DELIVERY:** If **SELLER** becomes aware of any circumstances that are likely to give rise to delay in delivery, **SELLER** shall immediately notify **MERIDEN MFG** in writing stating the reason for the delay and a new time of delivery, which shall be subject to written acceptance by **MERIDEN MFG**. In case of delay in delivery, **MERIDEN MFG** reserves the right to cancel the purchase order without liability to **SELLER** or any other third party. **MERIDEN MFG** reserves the right to cancel the order should the **SELLER** not respond promptly to **MERIDEN MFG** expedited notices. If **MERIDEN MFG** cancels this purchase order because of **SELLER** delay, **MERIDEN MFG** may, without prejudice to its other rights, purchase goods in substitution for those goods not delivered by **SELLER**, and recover from the **SELLER** the difference between the contracted price under this purchase order and the price actually paid by **MERIDEN MFG**, together with any incidental or consequential damages suffered by **MERIDEN MFG**.

**QUALITY:** **SELLER** shall maintain a quality management system which is acceptable and appropriate for the items supplied hereunder and shall comply with general industry standards. **SELLER** must meet all requirements for the approval of product, procedures, processes, equipment and qualification of personnel as defined by the end-user's applicable specifications. Items supplied shall meet the requirements in the applicable technical specifications and documentation (drawings, specifications, standards, etc.). This shall include, as applicable:

- the identification and revision status of specifications, drawings, process requirements, inspection/ verification instructions and other relevant technical data.
- requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by the organization, and as applicable, critical items including key characteristics.
- requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection / verification, investigation or auditing.

It shall be the sole responsibility of **SELLER** to monitor that the technical specifications regarding materials, methods, form, fitness, and function are observed, whether or not the items have been manufactured by **SELLER** or by any of **SELLER'S** subcontractors. **SELLER** is required to flow down all applicable requirements to sub-tier suppliers (including key characteristics where required) in their purchasing documents. If no specific requirements are stated, good industry, and craftsman-like practice shall be observed. **SELLER** must use customer approved special process sources where required.

**CERTIFICATION OF CONFORMANCE:** All items must conform to the Original Equipment Manufacturer's (OEMs) specifications and tests. Certification of Conformance of said items must accompany the items from **SELLER'S** facility, including a statement of the condition of the item, back-up data on file for inspection, and signed by an authorized representative of the **SELLER**. Should such certification not accompany the shipment, items will be held in quarantine and no payment will be processed until the proper certification is received. **MERIDEN MFG** reserves the right to be supplied with and/or audit such certification on all new items purchased. This may require traceability and full source documentation. All raw material, machining, and processing certifications shall be supplied at no cost if requested. All Certifications and related documentation must be retained on file by **SELLER** for a period of at least five (5) years {UOS by end-user record retention requirements) after completion of this Order.



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**LIABILITY:** The **SELLER** is liable for all defects in items delivered, including concealed defects, even if they are recognizable and discovered only upon processing, installation, and/or use, and this is not subject to any time limit for claim by **MERIDEN MFG**. The **SELLER** shall indemnify and hold **MERIDEN MFG** harmless from all claims arising from infringement of industrial property rights, patents, copyrights, and other third-party rights, and **SELLER** agrees that it will defend at its own expense any and all suits against **MERIDEN MFG** for infringement of any United States or foreign patent, copyright or other intellectual property right. **MERIDEN MFG** has the option to reject nonconforming items. All rejected items will be returned at **SELLER'S** expense. In urgent cases or in the event of delay in supplying a replacement, **MERIDEN MFG** shall, at the **SELLER'S** expense, have the right to remedy the defects, to have them remedied, or to procure a replacement elsewhere. This shall not affect **MERIDEN MFG'S** statutory warranty and liability claims, which are in addition to those expressly set forth herein. **SELLER**, shall maintain Aviation Product Liability Insurance in a reasonable amount, and shall provide a Certificate of such insurance to **MERIDEN MFG** upon request.

**PACKAGING:** Unless otherwise specified, all packing and packaging shall comply with best commercial practice. The price includes all charges for such packing, packaging, and transportation to the FOB shipping point. All items must be packed in accordance with manufacturer specifications. All Hazardous Materials/Dangerous Goods shipped to or on behalf of **MERIDEN MFG**, must be packaged, labeled, and shipped in accordance with, and comply with the International Air Transport Association (IATA) and Federal Aviation Administration (FAA) regulations, as well as any and all other applicable laws and regulations. **MATERIAL SAFETY DATA SHEET (M.S.D.S.):** If an M.S.D.S. is required for this material, the **SELLER** shall include one copy of the M.S.D.S., and it shall be identifiable and provided with each shipment of the items furnished under this order. **COMPETENT APPROVAL AUTHORITY:** If an approval from a competent approval authority is required for shipment of the ordered good, such document must be included with the ordered goods.

**TRANSPORTATION:** Unless otherwise indicated, transportation and pricing will be F.O.B shipping point. Less than truckload shipments should be sent to **MERIDEN MFG**, Freight Collect, using **MERIDEN MFG'S** designated carrier. Small parcel shipments shall be made using **MERIDEN MFG'S** designated carrier and account number, as provided on the purchase order. Extra charges resulting from noncompliance with this requirement will be deducted from invoice. **TRANSPORT INSURANCE:** **MERIDEN MFG** will insure the items for transport from **SELLER** to **MERIDEN MFG**, or other destination as may be directed by **MERIDEN MFG**. Any transport insurance taken out by the **SELLER** will be deducted from **SELLER'S** invoice by **MERIDEN MFG**. **MERIDEN MFG'S** purchase order number must be referenced on all shipping documents.

**PAYMENT:** All invoice payments will be issued on the first and fifteenth of each month after the receipt and acceptance of items and payment terms. If the order requirements are not met, payment, including COD shipments, will be delayed a corresponding amount of time until such requirements are met. **PRICES:** All prices are stated in U.S. Dollars and shall stay firm during the entirety of the purchase order. Any price increases will be absorbed by the **SELLER**.

**TECHNICAL DOCUMENTS:** Drawings, samples, data carriers, and other documents provided by **MERIDEN MFG**, or developed on behalf of **MERIDEN MFG** in compliance with a **MERIDEN MFG** purchase order do not become the **SELLER'S** property and may not be delivered to, or used for or by **SELLER** or any third parties. **MERIDEN MFG'S** technical documents are protected by copyright, must remain confidential, and may not be copied or reproduced without **MERIDEN MFG'S** written consent.

**TOOLING:** If **SELLER** uses any technical specifications or drawings ("Data") furnished by **MERIDEN MFG** in the fulfillment of this order, any personal property developed or manufactured from such Data is the property of **MERIDEN MFG**. **SELLER** may not use such Data for any purpose other than the fulfillment of orders for **MERIDEN MFG**, and **SELLER** shall retain possession of such personal property. Items manufactured to technical specifications / drawings furnished by **MERIDEN MFG** required for special fixturing tooling, or particular procedures developed under this order will remain the property of **MERIDEN MFG** and, unless otherwise instructed, are to be retained to **SELLER'S** possession for use exclusively in filling orders for **MERIDEN MFG**. **SELLER** may not scrap, sell, or otherwise dispose of such personal property without **MERIDEN MFG'S** prior written consent.



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**NONCONFORMING PRODUCT:** Nonconforming goods that result from this purchase order, whether produced through manufacturing process, or a product from overhaul/repair maintenance activity, shall be destroyed if they cannot be reworked. **SELLER** must notify **MERIDEN MFG.** of any nonconforming product produced. **MERIDEN MFG.** must approve the disposition of nonconforming product prior to disposal or shipment to **MERIDEN MFG.**

**RIGHT OF ENTRY:** **SELLER** hereby grants to **MERIDEN MFG**, its customers, and any applicable regulatory agencies, the right to enter on its premises as well as other necessary places. This includes the premises and / or applicable areas of any facilities involved in the order at any level of the supply chain, during business hours, for the purpose of inspection of **SELLER's** facilities and systems to ensure **SELLER's** compliance with the terms and requirements of the order, including the quality of the contracted work, records, and materials.

**NOTIFICATION OF CHANGES:** Requirements for the **SELLER** to notify **MERIDEN MFG** of changes in product and/or process, changes of suppliers, changes of manufacturing facility location, and, where required, obtain **MERIDEN MFG** approval.

**DEBARMENT OF SELLERS:** If **SELLER** (or any of its subcontractors) is debarred by the U.S. Government from participating in transactions which involve the export of goods (whether commercial or military), **MERIDEN MFG** has the immediately available option of canceling this order without liability of any kind to **SELLER**. If **SELLER** (or any of its subcontractors) is debarred by the U.S. Government from selling goods either directly to the government or from providing goods as a subcontractor in fulfillment of requirements originating with the U.S. Government. **MERIDEN MFG** has the immediately available option of canceling this order without liability of any kind to **SELLER**. If **MERIDEN MFG** only becomes aware of such status of **SELLER** (or any of its subcontractors) after receipt of the ordered goods, **MERIDEN MFG** may return such goods to **SELLER** and **SELLER** shall immediately refund all amounts paid by **MERIDEN MFG**, if any, for such goods. It is **SELLER'S** responsibility to determine if its subcontractors meet the requirements of this paragraph.

**INTERPRETATION AND ARBITRATION:** This order shall be governed by and construed in accordance with the Laws of the State of Connecticut, without reference to its conflict of laws rules and also excludes the UN Convention on Contracts for the International Sale of Goods. Any and all disputes, controversies, differences, or claims arising out of or relating to this order, which cannot be settled through the mutual consultation of **MERIDEN MFG** and the **SELLER** shall, under the rules of the American Arbitration Association, be settled by a single arbitrator selected in accordance with such rules. Arbitration proceedings shall be held in Hartford, Connecticut, USA. The award rendered by the arbitrator shall be binding, and judgment upon such award may be entered in any court having jurisdiction thereof. In any event, **SELLER** shall abide with the Arms Export Control Act and the Export Administration Act, and their regulations, at all times under this purchase order.

**OTHER:** the **SELLER** will comply with all provisions of executive order 11246 as amended, and the provisions found in 41 I.E. SEC. 60-741.5 (disabled persons) and SEC 60-250.4 (veterans), and all relevant rules, regulations, and orders of the secretary of labor. If the price of **MERIDEN MFG'S** contract with its customer is reduced for a violation of the Procurement Integrity provisions of the Office of Federal Procurement Policy Act (41 U.S.C. 423) and if the violation is by or attributed to **SELLER**, then **SELLER** will indemnify and hold **MERIDEN MFG** harmless.

**ASSIGNMENT & MODIFICATION:** **SELLER** shall not assign, sell, or subcontract this purchase order, or any part thereof, without **MERIDEN MFG'S** prior written consent. No modification of this order shall be binding, unless agreed to in writing by an authorized representative of **MERIDEN MFG**.



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### Revision Log

<b>REVISION Date</b>	<b>REVISION DESCRIPTION</b>	<b>Changes Reviewed and Approved by:</b>
6-16-07	Initial Release	JM/IMH
7-15-09	Added document number, and this revision log, for identification and control of document.	JM/IMH
5-14-10	Added paragraph for "Notification of Changes"	JM/IMH
9-29-10	Added flow down statements per AS9100 Rev. C- Sect. 7.4.2 to "Quality", "Nonconforming Product", "Certification of Conformance", and "Right of Entry" sections.	JM/IMH