



DUYCK

M A C H I N E I N C

Purchase Order Terms & Conditions

Rev A 1/20/2021

1. PRICE AND DELIVERY

Please confirm **price & delivery**. Duyck Machine Inc must be notified immediately if any order is delayed and the “due at dock” date cannot be achieved.

2. DOCUMENTATION

For all supplied line items, Duyck Machine Inc requires documentation that enables material/product lot/batch traceability, including traceability to any applicable tests, specifications, sources and certifications identified on the purchase order. Certificate of conformance is required for all raw materials and special processes.

3. VALIDATION CONTROLS

- a. Supplier agrees to comply with all purchase order requirements that may include (1) the control and monitoring of any special requirements, critical items or key characteristics, (2) implementation of any test, inspection or verification activities, and (3) the use of specific, identified suppliers or approved sources of products and services. Before accepting this purchase order, Supplier agrees to notify Duyck Machine Inc if the Supplier intends to use statistical techniques for product acceptance purposes.
- b. Any work that is outsourced to a sub-tier supplier must be given all requirements in this Purchase Order including any attachments.
- c.

4. NONCONFORMING AND/OR COUNTERFEIT PRODUCT

Any product known to be nonconforming prior to shipment, including counterfeit product, must be (1) identified in some way to distinguish it from conforming product and (2) returned to Duyck Machine Inc. Supplier shall notify Duyck Machine Inc of any nonconforming product prior to returning the product. In addition, Supplier must notify Duyck Machine Inc if any nonconformities were detected after shipment and potential nonconforming product was returned to Duyck Machine Inc as a result.

5. PACKAGING

All items must be packaged to prevent damage during shipment (e.g. ensure no scrapes, dents or other damage).

6. RECORD RETENTION

Supplier agrees to retain for a minimum of ten years all documentation, quality inspection, test results, and all other records relevant to the process applied. Supplier agrees to notify Duyck Machine Inc prior to the disposition/destruction any records related to the performance of this purchase order.

7. QUALITY CHANGES

Supplier agrees to notify Duyck Machine Inc of changes to processes, products and services, including changes in the location of manufacture that may affect product quality. Supplier agrees to notify Duyck Machine Inc of such changes before the changes are implemented or before they could affect products and services identified on the purchase order. Duyck Machine Inc reserves the right to modify or cancel all or part of the purchase order if it determines that such changes could negatively affect products and services identified on the purchase order.

8. RIGHT OF INSPECTION

Acceptance of this PO includes affording Duyck Machine Inc, its Customers, and/or regulatory authorities, the right to verify, at the Supplier's premises, that the Supplier's product conforms to the specified requirements and to any applicable records.

9. PURCHASE ORDER CONFORMITY

Supplier agrees to the continual monitoring and evaluation of on time delivery and product conformity associated with the purchase order by Duyck Machine Inc. Duyck Machine Inc may issue corrective action requests to Suppliers who underperform or continually fail to conform to purchase order requirements. Supplier agrees to address and resolve any corrective action request submitted by Duyck Machine Inc.

10. EMPLOYEE COMPETENCY

Supplier is responsible to ensure that persons performing work affecting product quality are (1) competent on the basis of appropriate education, training, and/or certification, and (2) are aware of the importance of ethical behavior and of their contributions to product quality and to maintaining product safety.