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## Purchase Order Terms and Conditions

**ISO 9001 & AS9100 Compliant**  
*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 Bryant's PMC 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 BRYANT'S PMC.

**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 BRYANT'S PMC acceptance of such first article, unless authorized by BRYANT'S PMC in writing.

**IMPROPER RESUBMITTAL:** articles rejected by BRYANT'S PMC, and subsequently resubmitted to BRYANT'S PMC 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 Bryant's PMC rejection document.

**SUBTIERS:** The seller will not procure items or service from subtiere, unless such subtier is approved in advanced by BRYANT'S PMC in writing.

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

**DOCUMENTATION:** BRYANT'S PMC 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-105, MIL-STD-1916 or an applicable inspection plan for the acceptance or rejection of supplies. Final acceptance is at BRYANT'S PMC.

**CORRECTIVE ACTION REQUEST:** When a Quality problem exists, BRYANT'S PMC 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 BRYANT'S PMC. Seller will not conduct Material Review action or discrepancies on their proprietary products that will result in a departure from the requirements of BRYANT'S PMC or customer specifications.

Seller will submit nonconformances to Bryant's PMC Quality Manager within two (2) working days, by phone from the date of the discovery and within seven (7) working days by e- mail or letter.

**RIGHT OF ACCESS:** The seller will permit BRYANT'S PMC, Bryant's PMC customer, and cognizant Government agencies to conduct such inspections and audits at suppliers facilities as may be required to verify compliance with BRYANT'S PMC 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 BRYANT'S PMC 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 BRYANT'S PMC and will be good material and workmanship and free from defect. All work is subject to final inspection and acceptance at Bryant's PMC 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 Bryant's PMC option. If BRYANT'S PMC 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 BRYANT'S PMC.

**DELIVERY:** Should Seller fail to deliver material within the time specified, BRYANT'S PMC may terminate this order in whole or part and may buy elsewhere and charge Seller any additional expense incurred thereby. BRYANT'S PMC expressly retains all its rights and remedies provide by law in case of such a default, and no action on the part of BRYANT'S PMC 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 without fault or negligence of BRYANT'S PMC.

**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 BRYANT'S PMC.

**RECORD RETENTION:** Supplier will retain all records pertaining to this order for a period of 7 years. If the supplier cannot do this for any reason the supplier is to forward all records to BRYANT'S PMC. If BRYANT'S PMC requires records to be retained longer than 3 years it will be stated on the purchase order. The supplier will contact BRYANT'S PMC purchasing department before destroying any records for approval.

**COMMUNICATION:** Ensure that supplier personnel are aware of their contribution to product conformity, product safety and employee ethical behavior.