

TERMS AND CONDITIONS OF PURCHASE

1. General. The following terms and conditions of purchase ("Order") shall be the final, complete and exclusive Order between **Alloyweld Inspection Company ("Buyer")** and the entity ("Supplier") which is providing the item(s)/service(s) listed on the Order and supersedes all other communications in regard to the item/service, whether written or oral. All terms and conditions in any of the Supplier's other documents that vary with, are inconsistent to, or add to these terms are hereby objected to and are not binding upon Buyer without express written consent, even though there may have been acknowledgement, or the items have shipped. This Order can only be modified in a writing accepted by both parties. To the extent this Order is construed as an acceptance of the Supplier's offer, this acceptance is expressly conditioned on the Supplier's assent to any additional or different terms contained in this order.

2. Supplier Conformance. Supplier quality and production procedures, processes, equipment and qualification of personnel must conform to applicable codes and specifications as well as Alloyweld's Integrated Management System Policy and Quality System. The supplier must notify Alloyweld of changes in product and/or processes. Alloyweld reserves the Right of Access, along with our customer's and/or regulatory authorities, to all facilities at any level of the supply chain, involved in the Order and all applicable records. Alloyweld must be notified of changes of manufacturing facility location and, where required, obtain organization approval. Only suppliers that conform to Alloyweld's requirements will be on the Approved Supplier List.

NOTE: Suppliers cannot use Sub-Suppliers without express written approval from Alloyweld.

3. Product Conformance. All Item(s)/service(s) listed on the Order are required to meet the specifications indicated. The supplier is required to identify and verify revision status of specifications, drawings and process requirements and other technical data and notify Alloyweld if these specifications cannot be met before proceeding with the order.

4. Product Approval. The Supplier must adhere to all requirements for approval of product, including but not limited to: inspection/verification instructions, use of statistical techniques for product acceptance, and related instructions for acceptance by the organization, and as applicable critical items including key characteristics. The Supplier must meet the requirements for test specimens, (such as production method, number and storage) for design approval, inspection/verification, investigation or auditing. Inspection at your facility by Alloyweld or their representative or customer does not absolve you from providing product or service that meets the purchase order and specification requirements.

5. Non-Conforming/Counterfeit Product: After receipt, Alloyweld shall have a reasonable time to inspect the items for conformity to the Order. Items shall not be deemed accepted until Alloyweld has inspected or has run adequate test to determine whether the items conform to the specifications of the Order. Alloyweld shall have the right to reject all nonconforming items, without liability, and return such items at the Supplier's expense. The Supplier is required to notify Alloyweld of any Non-Conforming or Counterfeit Product received from Alloyweld to obtain instructions before proceeding with the Order. The Supplier cannot dispose of any product without Alloyweld written approval.

6. ITAR/EAR Security Requirements. If an Order is marked as ITAR (International Traffic in Arms Regulations, 22 CFR 120-130) or EAR (Export Administration Regulations), the Supplier MUST comply with any applicable security requirements and maintain compliance programs that assist in the monitoring and control of exports and other regulated activities. Alloyweld is not responsible and shall not be held liable for the Supplier's non-compliance with these regulations, including but not limited to civil penalties, criminal penalties, and other costs (including loss of reputation and revocation/ rejection of export licenses).

7. Record Retention Requirements. The Supplier is required to maintain all records related to the order for a minimum of 11 years unless otherwise noted on the order.

I have read and agree to above the terms and conditions of purchase for all Alloyweld Inspection Co., Inc. Purchase Orders,

Vendor Name: _____

Vendor Contact: _____ Date: _____