

## Hartzell Machine Works Terms and Conditions

1. **Complete Agreement:** The terms and conditions of this purchase order set forth the entire agreement between the parties hereto and supersede all previous communications, proposals, representations or agreements, whether written or oral. No agreement or understandings which varies or extends the terms or conditions of this purchase order will be binding unless issued in writing by the Buyer or a duly assigned officer or representative of Hartzell Machine Works. No conditions stated by the Seller in its acknowledgement of this order shall be binding upon the Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein. Any such conditions, if not agreed to by the Buyer through a subsequent purchase order amendment, have been rejected by the Buyer.
2. **Compliance:** Seller will comply with all applicable federal, state, and local laws, orders, regulations and ordinances in performance of this purchase order. Seller covenants and agrees to save and hold Buyer harmless from and reimburse same for any, and all costs, damages, and expenses, including reasonable attorney's fees, suffered or occasioned to the Buyer through any failure of Seller to comply with such laws, orders, regulations, and ordinances.
3. **Warranty:** Seller expressly warrants that all articles ordered to specifications, drawings, or other descriptions furnished by the Buyer will conform thereto, and that all articles will be of good quality and workmanship and free of defect.
4. **Changes:** Buyer may at any time, by written amendment, make changes in the drawings, specifications, or other descriptions furnished, quantity of product ordered, delivery schedule, or any other element of this purchase order. If any such changes cause an increase or decrease in purchase order value, or in time required for performance, an equitable adjustment shall be made and this purchase order shall be modified in writing. Any claim for adjustment under this provision must be submitted in writing within 5 days from the date the changed is ordered. No modification of this order shall be binding on the Buyer unless made by a formal purchase order amendment, signed by the Buyer or a duly authorized represent
5. **Responsibility:** Seller, while in possession of property of the Buyer, or the Buyer's customer shall be liable for its loss or damage except for reasonable wear and tear and/or normal manufacturing losses. Seller shall maintain such property, in good condition, and dispose of same as instructed by the Buyer at the completion on this order.
6. **Laws governing this purchase order is to be governed by and the laws of the Commonwealth of Pennsylvania.**
7. **Certification and/or Certificate of Compliance requirements are specified on the Purchase Order and shall provide traceability to all raw material and special processes utilized, when applicable.**
8. **Seller must use only the approved and accepted requirements indicated on the Purchase Order.**
9. **Suppliers will notify Hartzell Machine Works of all Non Conforming Product and product will be identified with red color tag.**
10. **Suppliers will only use approved suppliers of Hartzell Machine Works for any outside processing. The Purchase Order will reflect approved suppliers as necessary.**
11. **All subcontracted, material and special processing are subject to approval by Hartzell Machine Works Receiving Inspection.**
12. **Material for Government and U.S. Military contracts, that are listed as "Specialty Metals" will comply with DFARS 252.2257014- DOMESTIC PREFERRED.**

13. The current Manufacturing Drawing supplied with any Purchase Order, will provide all special instructions, dimensional requirements, process requirements, and any other relevant technical data requirements.
14. Customer Purchase Order will specify quantities, delivery date requirements and any other applicable documents necessary to fulfill the Purchase Order requirements.
15. Shipping will be specified on the Purchase Order unless otherwise noted. The product shall be securely packaged to prevent damage during shipment. Parts which are subject to corrosion shall be protected with a corrosion inhibitor.
16. Drawing Critical Characteristics will be identified with the statement, THIS IS THE CRITICAL CHARACTERISTIC.
17. Raw material suppliers and fabricators utilizing their own material shall supply Hartzell Machine Works with the original mill and heat certifications.
18. The supplier shall perform only those special processes for which the supplier is approved and authorized.