



Form Number:	QF-180
Revision	A
Date:	04/29/2020

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. Acceptance

Supplier is the company named on the purchase order. Buyer is Greer Industries authorized person named on the purchase order.

Acknowledge receipt of purchase order with expected shipment dates within 3 working days of receipt of a purchase order.

2. Certification

Greer Industries requires a Manufacturer's signed C of C (certificate of conformance) and/or a signed Company C of C (certificate of conformance), if applicable.

3. Rated Orders per 15 CFR 700

When applicable, Greer Industries will flow down Rated Order requirements based on our customer's requirements. The flow down info will include the appropriate Contract Number, appropriate priority rating and program identification symbol (e.g., DOA1, DXA4, DON1). Supplier agrees that if and when a Rated Order Code is flowed down in accordance with 15 CFR 700, that the Supplier will comply with the requirements as follows: "This is a rated order certified for national defense use and you are required to follow all the provisions of the Defense Priorities and Allocations System regulations (15 CFR part 700)."

4. Shipping

Transportation of purchased products will be complied with by the Supplier as requested on the purchase order. No changes will be accepted unless approved by the buyer. No shipment will be received or processed for payment by the Quality Department without a Supplier packing slip and certification.

Packaging of products by the Supplier will be the most cost effective to ensure the best protection for the products purchased. Any multiple orders with a Supplier will be consolidated to provide efficient management of transportation and costs.

5. Cancellation/Changes

Upon written request to the Supplier, the buyer may cancel all or any separate part of this purchase order.

Buyer may make changes in the part number, quantity of the goods, transportation, or ship to address. The buyer's changes will be relayed to the Supplier in writing and any adjustments to the pricing related to the changes will be approved by the buyer in a timely manner (not to exceed 15 days).

The Supplier may request changes to the P.O., however all changes will be approved by Greer Industries.

6. Nonconforming Product

When product is non-conforming, the Supplier must notify Greer Industries and arrange for non-compliant material to be dispositioned. Approval is required by Greer Industries.



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7. Counterfeit Parts

Supplier will confirm that no counterfeit parts will be shipped to Greer Industries. The Supplier will only purchase parts directly from the Original Equipment Manufacturer, Original Component Manufacturer or through an authorized distributor of the manufacturer.

Supplier will notify the buyer with all documents pertaining to any parts that are identified as counterfeit parts from the supply chain, that were shipped to Greer Industries.

If there is an occurrence of a counterfeit parts receipt, the Supplier will, at their expense, replace subject parts with certified parts.

The Supplier will establish and maintain a Counterfeit Parts Prevention and Control Plan.

8. Warranty/Product Claims

Greer Industries has the right to return, reject or refuse any unacceptable part as deemed necessary by the Quality Department without any penalty from the Supplier. Supplier will respond promptly to the buyer on any claims. The Supplier will provide the buyer with any changes to the standard warranty policy established by the Supplier.

9. Drop Shipments – Products and Services provided directly to the customer by Suppliers on behalf of Greer Industries

All Suppliers that accept a “Drop Shipment P.O.” from Greer Industries agree that before shipping the product, the Supplier will send (by E-mail or FAX) a copy of the packing list or slip and all applicable Certs to the Greer Industries buyer requesting the Drop Shipment.

Greer Industries fully understands that we are ultimately responsible for the Conformity of all Products we sell including those “Drop Shipped” to our customers. Greer Industries requires applicable objective evidence of the conformity of the product from our Supplier before the Supplier drop ships the order.

Greer Industries will review all applicable objective evidence of the conformity of the product received from our Supplier prior to the drop shipments to ensure the conformity of the product ordered. If the review demonstrates a conforming product, then Greer Industries will OK the shipment.

10. General Requirements

Suppliers must have an established quality management system and apply appropriate controls to their direct and sub-tier Suppliers to ensure that the requirements of Greer Industries P.O. are met. Suppliers must flow down to sub-tier Suppliers the applicable requirements in this purchase order. Right of access by Greer Industries, our customers, and approved persons (e.g. Regulatory authorities) involved in this P.O. to applicable areas of facilities and all applicable documented information pertaining to the P.O. at any level of the supply chain.

Documented information created by and / or retained by Suppliers is required to be retention for 10 years by the Supplier and disposition documented information by the Supplier. Supplier must notify Greer Industries of all changes in product and / or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain Greer Industries approval.



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As part of Greer Industries control and monitoring for Supplier approval, Greer Industries is monitoring the Supplier's processes, product and service conformance (including warranty returns) which we require a $\geq 95\%$ conformance and the Supplier's actual on-time-delivery must be $\geq 90\%$..

Greer Industries requires Suppliers to have the necessary competence to perform all requested work on the P.O. Greer Industries determines the necessary competence for personnel doing work under our control that affects our Quality Management System and any competence required is listed on the P.O. By accepting the P.O. the Supplier certifies that the required competence is available at the Supplier's company. If no competence level is listed on the P.O., then the supplier's training program applies.

Greer Industries wants our Suppliers to be aware of their contribution to our product and services conformity, to be aware of their contribution to product safety and ensure that all our Suppliers conduct their business for Greer Industries in an ethical manner.