

Atlantic Hardchrome Limited

Title: Supplier Terms and Conditions

All Suppliers

NOTICE: Please note the following terms and conditions are for purchase orders and contracts issued by Atlantic Hardchrome Limited (AHL) and are referenced in our Purchase Orders. The terms and conditions may be changed by written notification or in the body of the order. The terms Vendor and Supplier have the same meaning. **Additional applicable clauses are identified in the check box adjacent to the clause on the left hand side of the form.**

1. **ACCEPTANCE:** This PO supersedes all communications, representations and agreements, oral and written, between AHL and the vendor in respect to this PO. Any of the following shall constitute acceptance of all the Terms and Conditions set out herein: your signing of this Purchase Order, acknowledging this Order, shipping, sending, delivering the articles, or performing the service therein. Acceptance of this Order must be in strict accordance with its terms, including these terms and conditions. No changes in, modifications of, or revision to, this Order shall be valid unless in writing and signed by the Purchasing Administrator.
2. **DELIVERY:** Time of deliveries, or performance of the services therein, are of the essence of this Order. Seller's failure to deliver at the time and rate specified could be the basis for rejection, default termination and back billing by AHL. If, at any time, vendor cannot meet delivery schedule, vendor shall notify AHL at the time vendor determines delivery schedule cannot be met. Vendor will notify AHL as to the cause; of the action being taken to remove such cause and when on-schedule status will be achieved. Anytime delivery times are used, delivery is the item being delivered to Atlantic Hardchrome's dock, NOT delivery to a carrier.
3. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the seller unless the loss results from negligence of AHL. The seller shall perform or have performed the inspections and tests required to substantiate that the supplies, services, construction provide under this Order conform to the drawings, specifications, and other requirements listed herein, including, if applicable the technical requirements for the manufacturers' part number specified herein, not withstanding any requirements for inspection and test by AHL elsewhere in this Order.
4. **TERMINATION:** The Purchasing Administrator may at any time, by written notice, terminate this Order, in whole or in part, when it is in the best interest of AHL due to default or negligence on behalf of the seller.
5. **GENERAL:** The Purchasing Administrator reserves the right to correct obvious clerical or typographical errors with no liability. The seller may not assign this Order or any rights there under, including monies due or to become due without the written consent of the Purchasing Administrator. The seller shall not without prior written consent of the Purchasing Administrator in any manner advertise or publish the fact that the Purchasing Administrator has placed this Order. Blueprints, models, specifications or any other information supplied by the Purchasing Administrator, for use on this Order shall be considered the sole property of seller and Purchasing Administration. This information will not be disclosed to others, except to subcontractors as necessary for the completion of this PO. Subcontractors shall have the same obligation of nondisclosure and restriction on use. Its use shall be restricted to this Order.

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6. **QUALITY REQUIREMENTS:** The Vendor shall flow-down the quality requirements of this order to any approved subcontractor used in the performance of this purchase order. The vendor shall maintain all records for a minimum of 12 years. These records shall be available and copies of the records shall be furnished at the request of Atlantic Hardchrome. The vendor must notify AHL of any product that is damaged or otherwise non-conforming and receive approval from AHL before any damage or non-conforming product is dispositioned. The vendor must notify AHL of any changes in products or process, changes of subcontractors and changes of manufacturing facility location. AHL, its customers and regulatory authorities have the right of access to applicable areas of all of the vendor's facilities, at any level of the supply chain involved in a purchase order and to all applicable records.

In addition, the vendor must ensure the following:

- a. *A quality management system is implemented and maintained;*
- b. *Use, where required, AHL - designated or approved external providers, including process sources*
- c. *Notify the AHL of nonconforming processes, products, or services and obtain approval for their disposition;*
- d. *Prevent the use of counterfeit parts;*
- e. *Notify AHL of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the AHL's approval;*
- f. *Flow down to external providers applicable requirements including customer requirements;*
- g. *Provide test specimens for design approval, inspection/verification, investigation, or auditing;*
- h. *Retain documented information, including retention periods and disposition requirements;*

QF-0704-04 Rev 4, Oct 31, 2017

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- i. Allow the right of access by AHL, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;*
- j. That Vendor's staff and subcontractors are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.*

7. **PAPERWORK:** Failure to submit appropriate Quality System paperwork when requested may delay payment for services. Vendor shall notify of any change in its quality program that may affect the way we do business together.
8. **OUTGOING INSPECTION:** AHL requires vendors to perform a 100% Quality Inspection on all goods. If this condition is not met then AHL reserves the right to return goods to vendor, at vendor's expense.
9. **INCOMING INSPECTION:** AHL will perform a Quality Conformance Inspection prior to accepting any goods received. All inspection documents must accompany shipment, and if any goods are found to be nonconforming AHL reserves the right to enact clause 4 of this document. AHL reserves the right to keep all conforming goods as a partial tender of goods.