



F-840-101 Purchase of Materials and Services Terms and Conditions

1. **Acceptance of Purchase Orders** - Shipment of materials or commencement of performance of services constitutes acceptance by the Supplier of the purchase order and these terms and conditions.
2. **Pricing** - Pricing on purchase orders is firm and fixed. Any change to purchase pricing will not be honored without written permission from Santa Clara Plating Co., Inc. (SCPCI).
3. **Assignment** - Supplier shall not delegate any duties, rights, responsibilities, etc., without written consent of SCPCI.
4. **Shipping** - Unless otherwise stated on the purchase order, deliveries shall be shipped to:
Santa Clara Plating Co., Inc.
1773 Grant St.
Santa Clara, CA 95050
Phone #: 408-727-9315
5. **Packaging** - All purchased materials must be packaged and shipped in a manner to protect the materials during transit. SCPCI cannot be held liable for materials damaged in transit to SCPCI or any other damage caused by the failure of packaging during transit.
6. **Receiving** - Receiving hours are 8:00 AM – 5:00 PM PST or PDT. Materials will only be received within normal receiving hours unless arrangements are made with the Receiving Department. All materials are to be received on or before the due date stated on the purchase order unless previous arrangements have been agreed to in writing with SCPCI.
7. **Traceability** – Chemical products are to be traceable by manufacturing lot and all records, analyses, certifications and other product manufacturing documentation required by SCPCI must be referenced to the manufacturing lot. Traceability for other materials is required when so stated on the purchase order.
8. **Certification** - Certification for all chemical products is required. Certification for other materials and services is required when so stated on the purchase order.
9. **Inspection and Acceptance** - All incoming material is subject to inspection and must meet the requirements of the purchase order and these terms and conditions. Materials that do not meet the requirements of the purchase order will be returned at supplier's expense.
10. **Nonconforming Product** - Supplier shall notify SCPCI of any nonconforming material. Supplier agrees to provide root cause analysis and corrective action for nonconforming material, identified by either the supplier or SCPCI, when requested.
11. **Right of Entry and Access to Records** - Supplier grants SCPCI and its customers access to its facility, at all practical and agreed upon times, to review and audit process records and facilities that relate to material purchases.
12. **Change of Process** - Suppliers shall notify SCPCI in writing of any planned changes to materials, manufacturing processes, and facilities or equipment, including changes by sub-tier suppliers, at least 9 months before planned changes are implemented.
13. **Record Control** - Suppliers shall maintain and control records. Records shall remain legible, readily identifiable, and retrievable. Records shall be available for review by SCPCI, our customers and regulatory authorities as required.
14. **Regulatory and Statutory Requirements** - All purchased materials and services shall meet current government statutory and regulatory requirements for health and safety, environmental compliance, and all other related statutes and regulations.
15. **Confidentiality** – SCPCI suppliers agree that all information related to purchase orders and SCPCI's operations, including but not limited to SCPCI's manufacturing processes, chemical processes, facility, and equipment shall be maintained as proprietary. Disclosure of information to any party not agreed to by SCPCI in writing is prohibited.