



Purchase order terms and conditions

To our valuable suppliers.

We are indebted to you as part of our team, please accept our thanks for helping EBWA be all that we can be. Your conformance to these terms and conditions is vital to our success. As always please do not hesitate to reach out for clarification or help in regard to these orders. Keep in mind that sensitive data is not to be disseminated beyond our nondisclosure agreements.

Each order placed by EBWA is subject to these clauses:

1. Invoices must exact same prices and terms or authorization for changes must be received from our company in writing prior to shipping.
2. Goods not in accordance with specification will be rejected and held at vendors risk awaiting disposition.
3. Packing slips must accompany all shipments
4. By acceptance of this order vendor warrants that all merchandise shipped under this order does comply with all laws and regulations of Federal and State governments
5. In the event of interruption of our business in whole or in part by reason of fire, flood, windstorm, earth quake, war strike, embargo, acts of God, governmental action, or any causes control, we shall have the option of canceling undelivered orders in whole or part.
6. Acceptance of this order or shipment of any part of it will constitute an agreement to all of its specifications as to terms, delivery and prices.
7. We reserve the right to access to any place necessary to representatives of the company the company's customer and regulatory agencies for the purpose of in-plant examination or re-inspection of material or items being purchased, or surveillance of services being performed.
8. Only approved suppliers are to be used in accordance with customer quality provisions

EBWA INDUSTRIES, INC.

1556 DELOSS STREET

INDIANAPOLIS, IN 46201

PH: 317-637-5860

FAX: 317-631-0819

www.ebwelding.com



9. **Supplier performance is monitored upon receipt of the product or services to evaluate timeliness (on time status), quality of goods and services, required documentation, packaging integrity, FOD, and any suspected counterfeit goods or services. EBWA will share feedback on an annual basis, and upon unacceptable receipt of goods and services.**
10. Unacceptable performance will be mitigated through corrective actions and surveillance.
11. Changes to this order must be approved by EBWA in writing.
12. Records of this work are to be maintained for 10 years unless otherwise stated.
13. Certificates of compliance to referenced documents are required.
14. Any Foreign Objects are to be reported to the buyer as soon as practical.
15. Personnel qualifications remain the responsibility of the supplier and must meet the quality requirements invoked.
16. Test specimens when required are to be returned to EBWA upon completion of the order.
17. Supplier must notify within 72 hrs. customer of:
Nonconforming product (and obtain approval for disposition of NC product)
Changes in product/process/sub-tier suppliers/location of process
Counterfeit parts (or suspected Counterfeit parts).
18. Flow down of applicable data to the supply chain including customer requirements must be maintained.
19. Supplier shall not subcontract any portion of this order without authorization from EBWA.
20. Supplier must recognize the importance of their contribution to product safety, conformity, and the implications of proper ethics behavior.

EBWA INDUSTRIES, INC.



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