

# Standard Terms and Conditions

## For Purchase Orders Issued by TRUFORM MACHINE, Inc.

1. 100% on time Delivery and Quality is our goal with our customers, and our expectation from our Suppliers. Your Quality and Delivery rating will be measured and corrective actions may be requested for non-conformances.
2. Governmental, Regulatory and Safety requirements shall be met as applicable to the service or product you are supplying TRUFORM MACHINE.
3. TRUFORM MACHINE, Inc., its Customers and/or any relevant regulatory authority reserve the Right of Access to Supplier's premises for Source Verification, Supplier Audits and Records.
4. All requirements set forth by TRUFORM MACHINE shall be strictly adhered to. This includes requirements contained in Drawings, Specifications, Standards or special requirements set for by TRUFORM MACHINE, and shall be of the latest revision available if not supplied by TRUFORM MACHINE. Proprietary documents such as Drawings, Engineering Specifications and Procedures are confidential. No deviations permissible without prior consent from TRUFORM MACHINE.
5. When Certificates of Analysis, Certificates of Conformance or Test results are required, these documents shall be delivered prior to or with the product(s) when received by TRUFORM MACHINE. If this is not possible please make arrangements with the purchasing authority.
6. When method of shipment deviates from what is stated on the purchase order, the Cost of Premium/Excess Freight shall be communicated to and approved by TRUFORM MACHINE, Inc.
7. The supplier shall notify TRUFORM MACHINE of any changes to their process(es) as applicable to the purchase agreement.
8. The supplier shall not subcontract without prior approval from TRUFORM MACHINE, Inc.
9. The supplier shall notify TRUFORM MACHINE of any suspect or nonconforming product(s) as soon as identified, or next business day if outside of normal business hours. This notification includes the discovery of a potential failure after product delivery.
10. In the event the supplier does not possess the capability, capacity or any required approval(s) to perform the service(s) within the purchase agreement the supplier shall notify TRUFORM MACHINE.
11. Quality verification and/or validation records created and retained by the supplier shall be legible, identifiable and retrievable. Controls shall be in place for the identification, storage, protection, retrieval, retention and disposition of these records. These records shall be maintained for a minimum of 12 years unless otherwise specified by TRUFORM MACHINE.
12. With the exception of raw material suppliers, all suppliers that enter into a purchase agreement with TRUFORM MACHINE, where the agreement involves a product of Eaton Aerospace, shall adhere to the requirements of the Eaton Supplier Excellence Manual. The determination of Eaton product is any purchase agreement where an Eaton drawing, Engineering specification or procedure is referenced on the agreement and/or supplied by TRUFORM MACHINE for procurement. The ESEM and EASQM latest revisions can be found at:  
<http://www.eaton.com/Eaton/OurCompany/DoingBusiness/SellingtoUs/index.htm>
13. ITARS DISCLOSURE: Products or services relating to Defense articles are ITAR CONTROLLED and a license from the U.S. Department of State is required prior to sharing this technical data with a foreign person or exporting this technical data to a foreign country. This control shall be evident by the presence of an ITAR CONTROLLED statement included with or present on documentation and/or drawings supplied by TRUFORM MACHINE as part of the purchase agreement.