



Standard Purchase Order/Invoice Terms & Conditions

- These Terms and Conditions shall be part of each Order Buyer may issue to Seller.
- This order is not to be filled at a price higher than last charged or quoted unless so advised.
- The Hohman Plating & Mfg. order number must be on the invoice, package and freight bill.
- All shipments must be accompanied by packing slips that show the order number and a brief description of the goods.
- In consideration of the placed order, the Seller hereby agrees to protect and save harmless the Buyer, its successors, assigns, customers and users, against any suits, and from all expense, damage, claims and demands arising through actual or alleged infringement of patent rights by reason of the manufacture, sale or use of goods, apparatus or material furnished by the Seller under the placed order.
- The Seller agrees that all materials and services provided satisfy governmental and safety constraints on restricted, toxic and hazardous materials, as well as, statutory and regulatory requirements, environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.
- The Seller agrees, where applicable, that the Buyer, their customers, and regulatory agencies have the right to verify that their materials or services conform to specified requirements at the Seller's premises.
- In the event the Seller discovers a nonconformance to the material or service to be provided, the Seller shall promptly advise Hohman Plating & Mfg., LLC in writing of the nonconformance. Seller shall provide recommended disposition and technical justification. The notification shall be in sufficient detail such that Hohman Plating & Mfg., LLC will be able to evaluate the full scope of the nonconformance and approve the Seller recommended disposition or require alternative disposition of the Seller. No nonconforming material is to be shipped without the prior written approval from Hohman Plating & Mfg., LLC. A Nonconformance is defined as one or more of the following:
 - Violation of Technical, Material or Customer requirement.
 - Violation of Seller's documents which have been approved by Hohman Plating & Mfg., LLC.
 - Nonconforming condition which cannot be corrected by continuation of the original manufacturing process.
 - The item does not conform to the original requirement even though it can be restored to a condition such that the capability of the item function is impaired.
 - Counterfeit and Product Substitution.
- The Seller agrees to notify Hohman Plating & Mfg., LLC of any changes in product and/or process and change of manufacture location prior to implementation of said changes.
- The Seller agrees to flow down to the supply chain all applicable regulatory and customer requirements.
- Quality assurance records associated with this purchase order shall be retained for 40 years minimum. Such records may be disposed sooner only with written authorization from Hohman Plating & Mfg., LLC Quality Assurance Dept.
- Hohman Plating & Mfg., LLC and its customers, designated representatives, or other parties authorized/delegated by Hohman Plating & Mfg., LLC retain the right to access the facilities of the Seller and Seller's sub-tier vendors as necessary to inspect the



facilities, goods, materials, records and property related to the Buyer's work performed under this purchase order to assure product quality.

- All calibration companies sourced by Hohman Plating & Mfg., LLC shall indicate the "As Found" and "As Left" values on testing certifications.
- Seller, supplier and subcontractor shall comply with all federal, state and local laws and regulations to the extent applicable to its operations including, but not limited to, the Equal Opportunity Clauses for minorities and females, covered veterans, and workers with disabilities, implementing E.O. 11246 and 41 C.F.R. 60-1.4, 60-2, 60-250, 60-300, and 60-741 respectively and such clauses are hereby incorporated by reference.
- Suppliers shall not include any Conflict Minerals in any products sold to Hohman Plating unless such Conflict Minerals either did not originate in Covered Countries or are DRC Conflict Free.
- Department of Defense FAR Supplement (DFARS)
 - a. When the materials or products furnished are for use in connection with a U.S. Government Department of Defense prime contract or subcontract, the following provisions shall apply. The effective version of each Department of Defense FAR Supplement (hereinafter "DFARS") provision shall be the same version as that which appears in Buyer's prime contract or higher tier subcontract under which this Purchase Order is a subcontract. In the event of a conflict between these DFARS provisions and the Standard Purchase Order Terms and Conditions, the DFARS provisions shall control.
 - b. The following clauses set forth in the DFARS in effect as of the date of Hohman Plating & Mfg., LLC's prime contract or higher tier subcontract are incorporated herein by reference. In all clauses listed herein, the terms "Government," "Contracting Office," and "Contractor" shall be deemed revised to suitably identify the contracting parties herein and effect the proper intent of the provision except where further clarified or modified below. "Subcontractor," however, shall mean "Seller's Subcontractor" under the Purchase Order. The Seller, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.
 - i. DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting