



EF Precision Inc.
Precision Assembly Inc.

Purchase Order Terms & Conditions

The EF Precision Group Purchase Order Terms & Conditions

The following conditions shall form a part of all Purchase Orders issued by EF Precision, Inc. & Precision Assembly, Inc. In accepting the award of a Purchase Order from EF Precision, Inc. & Precision Assembly, Inc. the supplier (identified in the Purchase as "Issued to") as well as all of its agents, employees, associated companies and subcontractors where applicable agrees to these Conditions and to having read and acknowledged these Conditions.

1. Complete Agreement

Upon acceptance by EF Precision, Inc. & Precision Assembly, Inc. a solicitation, bid, proposal, or price quotation and the resulting Purchase Order shall be deemed a binding contract. Changes are binding only if agreed to in writing.

2. Acceptance

If a Purchase Order is not accepted as written, EF Precision, Inc. & Precision Assembly, Inc. Materials Manager must be notified immediately. The Purchase Order and written explanation must be returned at once to the Purchase Agent specified on the Purchase Order.

3. Correspondence

Written correspondence relating to a Purchase Order shall be delivered to the Purchasing Department to the attention of the specified Buyer at EF Precision, Inc. & Precision Assembly, Inc. offices located at 2301 Computer Ave., Willow Grove, PA 19090.

4. Deliveries

Goods and/or services shall be delivered on or before the date specified on the Purchase Order. Partial deliveries may be accepted. EF Precision, Inc. & Precision Assembly, Inc. reserves the right to designate the freight carrier and routing.

5. Late Shipments

Supplier is responsible for notifying EF Precision, Inc. & Precision Assembly, Inc. of any late/delayed shipment and reserves the right to cancel all or any part of the Purchase Order if supplier fails to make deliveries within the time specified on the Purchase Order.



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6. Sellers Invoice

Supplier must submit its invoice within 60 days of completing the order, Failure to observe this time limitation may constitute a waiver of all claims for payments of invoice. Invoices shall be prepared and submitted in duplicate to the “Ship-to” address shown on the Purchase Order. Separate invoices are required for each Purchase Order and shall reference the Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

7. Freight Charges

Freight charges, whether sold FOB Destination or FOB Point of Shipment, must be prepaid, unless otherwise directed.

8. Infringement

The supplier shall hold EF Precision, Inc. & Precision Assembly, Inc. its officers, agents, and employees harmless from liability of any nature or kind on account of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under a Purchase Order issued by EF Precision, Inc. & Precision Assembly, Inc.

9. Inspection

All material and workmanship is subject to inspection and test by EF Precision, Inc. & Precision Assembly, Inc. notwithstanding any inspection during manufacture or witness test at the plant, warehouse or other location. Final inspection and acceptance of any articles ordered shall be after receipt by EF Precision, Inc. & Precision Assembly, Inc. EF Precision, Inc. & Precision Assembly, Inc. reserves the right to reject any articles which do not comply with the specifications of its Purchase Orders or which contain defective materials or workmanship. Rejected articles shall be removed at supplier’s expense, including transportation both ways promptly after notification of rejection and supplier shall bear risk of rejected articles.

10. Assignment of Contract

Supplier shall not assign any part of the Purchase Order or referenced contract without prior written consent of EF Precision, Inc. & Precision Assembly, Inc.

11. Quantities

Delivers must not exceed the quantities shown on the Purchase Order without prior written approval of the Buyer.



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12. Safety Orders, Regulatory Compliance

Where any goods and service are regulated, certified or ostensibly approved or are to be operated pursuant to any license, grant or regulatory control of any Federal or State Agency then the good or service must conform with any and all of the health and safety regulations of the appropriate governmental entity including (but not limited to) the Federal Communications Commission, the Federal Aviation Administration, the Pennsylvania Department of Health and the Occupational Safety and Health Act of 1970.

13. Title to Goods

It is the intent of the parties to this contract that all risk of loss and title to the commodities covered by this contract shall pass at the FOB point contained herein except as expressly ordered otherwise.

14. Warranty

Notwithstanding EF Precision, Inc. & Precision Assembly, Inc. acceptance or right of inspection and/or any other terms or conditions provided in the Purchase Order and referenced contract, the supplier warrants that all articles furnished there under are free from defects in design, materials, or workmanship and that articles fully comply with specification and are suitable and fit for the use intended.

15. Compliance with Laws and Regulations

The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R § 471, Appendix A to Subpart A, if applicable.

16. Records

Seller agrees to retain all records obtained during the performance of the purchase order to support their process, i.e., raw materials used in plating, painting, anodizing, heat treatment, etc. that are not required to be forwarded to EF Precision, Inc. & Precision Assembly, Inc. at time of product delivery. Records will be retained for a period of seven years or longer as identified by EF Precision, Inc. & Precision Assembly, Inc. at the time of the purchase order acceptance. Records will be stored in a manner as to be identifiable to the process certification supplied to EF Precision, Inc. & Precision Assembly, Inc. Records will remain legible, retrievable and stored in an area that prevents deterioration. Records that have reached their identified maturity will be disposed in a manner consistent with the Seller's normal business practices unless otherwise requested by EF Precision, Inc. & Precision Assembly, Inc. for variation.