



**O. & F. Machine Products Co., Inc.**

SPECIALIZING IN SCREW MACHINE PRODUCTS

3020 W. 20th Street  
JOPLIN, MO 64802

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417-623-7476

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If Printed**

**O & F Machine Products Co., Inc.**

## **Terms & Conditions**

OFTC Rev. 07 11/5/17

1. In accepting purchase order it shall be a binding contract upon the terms and conditions set forth herein between seller and buyer including price and delivery.
2. Seller shall separately state on all invoices the taxes imposed by federal, state or local governments applicable, however no tax shall be included from which an exemption is available. In the event it shall be determined that incorrect taxes were included a prompt refund shall be issued.
3. At any time during normal hours of operation, O & F Machine, our customer, and/or regulatory authorities may inspect the applicable areas of the Seller's premises and/or any product intended for O & F Machine; also any records pertaining to the manufacture of purchased product or the processing of supplied product. If verification or validation activities are to be performed at the Seller's premises by O & F Machine or their customer (s); O & F Machine will notify and communicate those activities. If certification of purchased product or of processed product is required the applicable records must be maintained for a minimum of 15 years. Also, the Seller agrees, at no additional charge, to provide all reasonable facilities and assistance required for safe and convenient test(s) and inspection. Any product that is found defective in material or workmanship shall require prompt correction or replacement.
4. Buyer may, by written notice to seller, cancel for default if Seller fails to perform in the accordance with the terms and conditions of the contract at no cost to the buyer.
5. O & F Machine will flow down ALL applicable requirements, including customer requirements.
6. O & F Machine will flow down within the Purchase Order the following Quality Clauses, as/if applicable the requirements for:
  - a. Competence, including any required qualifications of persons.
  - b. The need to implement a quality management system.
  - c. The need to use customer-designated or approved external providers, including process sources (e.g. special processes).
  - d. The need to prevent the use of counterfeit parts.
  - e. The need to notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval.
  - f. The need to flow down to external providers applicable requirements including customer requirements.
  - g. The need to retain documented information, including retention periods and disposition requirements.
  - h. Ensuring that persons are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior.
7. Buyer shall have the right by written notice to change the extent of the work covered by the contract, the drawings, specifications, or other description herein, the time, method, or place of delivery or the method of shipment or packaging or to suspend work. Upon receipt of such notice the seller shall proceed promptly to make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost or performance or in time required to deliver product an equitable change shall be negotiated promptly. At no time should this be over 30 days unless written notice has been given. Failure of seller to submit the statements within the time limits stated shall constitute its content to perform the change without increase in price or delivery.
8. Title to and the right of immediate possession of all tooling, equipment or materials furnished or paid by buyer directly or indirectly for the use hereunder shall be and remain the buyers. Seller shall be responsible for all loss or damage to such tooling, equipment, or materials while in its possession and insure its risk in this respect with adequate fire and extended coverage insurance. It also shall be clearly marked as belonging to buyer, kept in good operating condition and used exclusively for the performance of work for the buyer only. Seller shall not loan tooling, equipment or materials furnished to anyone else without written authorization from the buyer.

9. Seller agrees not to make any use of any of the drawings, reports, specifications or other data furnished to it by buyer except for the performance of the contract furnished for. The seller further agrees not to disclose the same to others except to facilitate the performance of the contract.
10. Assignment and subcontract of any part of contract shall not be allowed without the written consent of the buyer. At any time written consent has been given to assign and/or subcontract any part of contract it must be to customer approved sellers, all applicable requirements including any key characteristics where required must be flowed down to the sub-tier sellers.
11. Seller must notify buyer of any nonconforming product and make arrangements for buyers approval of nonconforming material before shipping to buyer. If seller has made changes in product and/or process definition then approval must be obtained before shipping to buyer.
12. O & F Machine will flow down the corrective action forms to the seller. If the seller is responsible for the root cause, and the corrective action forms must be filled out and returned in a timely manner.
13. O & F Machine will control and monitor external providers performance, including On-Time Delivery and Quality.
14. Supplier must notify (if applicable) O&F Machine if product delivered contains "Conflict Minerals" including tin, tantalum, tungsten, or gold which originated in the Democratic Republic of Congo (DRC) or its surrounding countries (please refer to rules at [www.sec.gov/rules/final/2012/34-67716.pdf](http://www.sec.gov/rules/final/2012/34-67716.pdf))
15. Supplier must notify (if applicable) O&F Machine if product to be delivered are not compliant with the Restriction of Hazardous Substances (RoHS), Waste Electrical and Electronic Equipment (WEEE), End of Life of Vehicle Directive (ELV), Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and California proposition 65.

## Revision history and master verification

Rev	Description of change	Master verified	Date
01	Initial release	<i>Bill Fenix Jr.</i>	1/27/04
02	# 3 Deleted "If any records are retained by the seller they are the property of O & F Machine and cannot be used for any other purpose." And added "or the processing of supplied product." To the end of the first sentenced. Added "If certification of purchased product or of processed product is required the aplicpal records must be matained for a minimum of 15 years."	<i>Bill Fenix Jr.</i>	1/3/07
03	#3 changed "time O & F Machine or anyone approved by O & F Machine may inspect the Sellers" to "time during normal hours of operation, O & F Machine or an approved O & F Machine reperesentative may inspect the applicable areas of the Seller's"	<i>Bill Fenix Jr.</i>	7/19/12
04	Added to 3: our customer, and regulatory authorities. Intended for O&F Machine	<i>Sean Clifford</i>	11/26/12
05	Added section 11 on conflict minerals notification requirement./ corrected header to include Co., Inc.	<i>Bill Fenix Jr.</i>	7/10/15
06	Added section 12. RoHS, WEEE, ELV, REACH and California proposition 65.	<i>Bill Fenix Jr.</i>	3/22/17
07	Added AS9100D addational requirements.	<i>Sean Clifford</i>	11/5/17