



TESSEC PURCHASE ORDER TERMS & CONDITIONS

1. That the Agreement shall come into force immediately between TESSEC and the acceptor of the Purchase Order hereafter called THE SUPPLIER and shall remain valid until the final completion of the job or cancelled by TESSEC.
2. That the quality and quantity of the materials shall be as per specification given by TESSEC as well as samples submitted by THE SUPPLIER and approved by TESSEC.
3. That the delivery of the materials shall be made by THE SUPPLIER at their own cost.
4. All materials and property provided by TESSEC, but not limited to, any TESSEC provided equipment, data and information, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein, shall remain the sole and exclusive property of TESSEC. The Supplier shall acquire no interest in the TESSEC Property or Materials by virtue of the payments provided for any contracted services herein and TESSEC may reclaim the property at any time without notice.
5. That THE SUPPLIER shall be fully responsible for TESSEC supplied material on premises and the delivery of the materials in good condition at the specified site of TESSEC.
6. That TESSEC's representative(s) shall inspect the goods and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.
7. Any material damaged by THE SUPPLIER, THE SUPPLIERS's agents or rejected by the representative(s) of TESSEC shall be replaced by THE SUPPLIER and THE SUPPLIER shall bear all risks/costs of the materials rejected by TESSEC. If THE SUPPLIER is not able to replace the material TESSEC shall determine a fair market dollar value replacement cost.
8. TESSEC reserves the right to change the quantity of items if they feel necessary during the validity of this Agreement.
9. That THE SUPPLIER shall not without the consent in writing of TESSEC assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by TESSEC will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.
10. THE SUPPLIER shall indemnify TESSEC in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them ie. THE SUPPLIER.
11. If THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement TESSEC shall be entitled to cancel The Agreement and demand damages.
12. If THE SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by TESSEC at the rate of (1%) of total contract value for each day of delay. Our organization reserves the right of final approval of product, procedures, processes, and equipment.



13. All special processes required by this purchase order must be performed by qualified personnel.
14. TESSEC reserves the right to review and approve the Vendors Quality Management System. Standard QMS requirements include:
 - a. Vendors providing special processing must maintain a system for validating processes or other system as required by this purchase order.
 - b. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
15. THE SUPPLIER shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
16. TESSEC reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
17. TESSEC reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
18. THE SUPPLIER is required to :
 - a. Verify purchase material conformity to product requirements to present counterfeit and non-conforming product.
 - b. Notify our organization of nonconforming product immediately upon discovery.
 - c. Obtain our organizational approval for nonconforming product disposition.
 - d. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - e. Flow down to the supply chain the applicable requirements including customer requirements, key characteristics and 15 CFR Part 700 for national defense related items.
19. THE SUPPLIER is required to retain all records associated with the purchase order as required by contract.
20. TESSEC reserves the right of access and entry by our representatives, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
21. All Vendors providing calibration services must identify standards used and must be traceable to NIST (National Institute of Standards Technology).