

# **Purchase Order Terms & Quality Clause Conditions**

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## **Q01: TERMS**

**A:** Seller shall keep confidential all technical and proprietary information furnished to Seller by Buyer in connection with this order, including blueprints, data, designs, drawings, engineering data for production, product know-how and any other information furnished to Seller by Buyer in connection with this purchase order. Seller shall not use such items or information in the design, manufacture, or production of any goods, or for any other purchase or for the manufacture of production of larger quantities than those specified, except with the express consent in writing from the Buyer. Seller, including its agents, employees, and representatives will exercise extreme caution to prevent disclosure of such information to third parties. The obligations of this provision shall survive the completion of performance and expiration or termination of this purchase order.

**B:** Buyer and authorized representatives of Buyer's Customers and/or Regulatory Authorities shall have direct access to all applicable areas of all Seller's and Seller's Subcontractor's plants where work under this purchase order is being performed, to review progress, records and witness testing of the items related to this purchase order. Seller shall include this clause in all of Seller's subcontracted Purchase Orders.

**C:** Prior to shipment, Supplier shall notify Panelight Components Group, LLC if a non-conformance condition exists with the product and obtain approval for nonconforming product disposition.

**D:** Supplier shall notify Panelight Components Group, LLC of changes in product and/or process, changes of manufacturing facility location and, where required, obtain organization approval.

**E:** Supplier shall flow down to the supply chain the applicable requirements including customer requirements.

**F:** Quantity variances and/or partial shipments are not permitted unless prior written authorization is received from the Buyer.

## **Q02: CERTIFICATE OF CONFORMANCE**

Supplier Certification of Conformance is required with this order. A legible and reproducible Certificate of conformance or Seller's statement of quality will accompany each shipment. Certifications must show our part number, revision number, quantity, purchase order number and specification and have a legible printed and signed signature and title of responsible person signing the certification. Records supporting this certification shall be on file and shall be provided to Buyer upon request at no cost to Panelight Components Group, LLC.

## **Q03: MATERIAL AND SPECIAL PROCESSING CERTIFICATIONS**

Actual material certifications are required for all Seller provided material if applicable. Processing certifications are required for all Sellers providing processing. All certifications must indicate that the process has been performed to drawing requirements. Parts are subject to rejection without correct documentation.

## **Q04: RECORD RETENTION REQUIREMENTS**

Supplier must retain all records for this order for a minimum of 7 years unless otherwise specified.