

DEFINITIONS:

- a) "Items" means products, goods, supplies, materials, articles, parts, components, or assemblies described in the Order.
- b) "Order" means the instrument of contracting, including all of its documents, exhibits, and attachments referenced.
- c) "SELLER" means the party with whom Tanksley Machine & Tool, Inc. ("TMTI") is purchasing items from i.e.; vendor, supplier, and subcontractor.
- d) "Government Order" means any Order is issued for any purpose which is either directly or indirectly connected with the performance of a prime contract with the U.S. Government or a subcontract thereunder.

TMTI General Terms & Conditions may be viewed in portable document format (PDF) format at the TMTI website: <http://www.tanksleymachine.com>

COMPLETE AGREEMENT:

- a) SELLER's acknowledgment, acceptance of order, or commencement of performance, shall constitute SELLER's full acceptance of Terms & Conditions and all other requirements listed on purchase "Order".
- c) Additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by TMTI and have no effect unless expressly accepted in writing by TMTI.

INVOICE AND PAYMENT:

- a) TMTI Order number, including any amendment designation or controlling blanket agreement number, must appear on all invoices, packing lists, bills of lading, packages, containers, or correspondence processed under this Order.
- b) Payment of the invoices will be made within sixty (60) days after receipt and acceptance of Items or completion and acceptance of Services, or sixty (60) days after receipt of an acceptable invoice, whichever is later.

Invoicing

One (1) invoice shall be mailed or sent via fax immediately after each shipment to:

Tanksley Machine & Tool, Inc.
Accounts Payable
PO Box 1552, Decatur, AL 35602
Fax: 256-350-2425

COMPLIANCE WITH AND APPLICABILITY OF LAWS: SELLER agrees and covenants that none of its employees or employees of its subcontractors who provide Items or Services to TMTI pursuant to this Order are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

SELLER agrees to indemnify and hold TMTI harmless from any liability TMTI may suffer as a result of SELLER's violation of this Act.

SUBCONTRACTING: No items or services to be delivered under this order (with the exception of standard commercial supplies or raw material) shall be procured by SELLER from a third party without TMTI's prior written consent unless this purchase is being made from SELLER in its capacity as a retailer, jobber or distributor. SELLER shall select subcontractors on a competitive basis to the maximum practical extent possible.

PACKING AND SHIPPING: Identification, Preservation, Packaging, and Packing: All shipments to TMTI must be packaged to avoid damage and deterioration and must be shipped to the address specified on the PO unless otherwise noted. Packaging and packing shall be in accordance with Standard Practice for Commercial Packaging or applicable MIL-STD unless otherwise specified on the PO. Parts shall not be intermingled unless otherwise specified.

Each box or container shall be labeled and have as a minimum the following information: (1) Manufacturer's Address (2) Ship to Address, (2) Part number, (3) PO number, (4) Quantity and (5) Manufacturer's identification.

Damage to product resulting from improper packing and, if it is SELLER'S responsibility, loading and/or handling of product will be charged to SELLER. SELLER shall provide and issue all necessary documentation, including a detailed packing list to accompany all shipments, shipping notices, bills of lading.

DELIVERY: TIME IS OF THE ESSENCE IN THE PERFORMANCE OF THIS ORDER: Deliveries shall be strictly in accordance with the quantities and schedule specified in the order. If at any time it appears SELLER may not meet such schedule, SELLER shall immediately, by verbal means (to be confirmed in writing), notify TMTI of the reasons for and estimated duration of the delay.

*** FLOW DOWN REQUIREMENTS:** The SELLER shall flow down all applicable Buyer, Customer, Regulatory and/or ISO 9001:2008 w AS9100 requirements to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Buyer does not allow SELLER to subcontract any product or process to a sub-tier supplier without prior expressed written consent of the Buyer, through the Buyer's Contract Representative.



DPAS RATING: If this is a rated order the DPAS rating will be listed on your PO, and is certified for national defense, emergency preparedness, and emergency program use, and the contractor shall follow all of the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). A rated order is a prime contract, a subcontract or a purchase order in support of an approved program issued in accordance with the provisions of 15 CFR 700. It is required that all vendors flow down this requirement to their suppliers.

COUNTERFEIT WORK:

1. Seller shall not deliver counterfeit material under this purchase order. 2. Seller shall only purchase products to be delivered or incorporated as material to TMTI directly from an original component manufacture, OCM.OEM authorized distribution chain. 3. Material shall be acquired from an independent distributor or broker unless approved in advance in writing by Tanksley Machine. 4. Seller shall immediately notify Tanksley Machine with the pertinent facts if seller becomes aware or suspects that it has furnished counterfeit material. 5. If counterfeit material is delivered under the purchase order, seller shall at its own expense, promptly replace such counterfeit material with genuine work conforming to the requirements of this purchase order. Seller shall be liable for all cost relating to the removal and replacement of counterfeit material including without limitation Tanksley Machines cost of removing counterfeit material.

SUPPLIER CORRECTIVE ACTION REQUEST (SCAR): A SCAR will be forwarded by TMTI to a Supplier when corrective action is required. Upon notification of the nonconformance, the supplier shall take immediate containment action and complete a root cause analysis and proposed corrective action within 30 days or unless otherwise specified by TMTI's Quality Assurance Manager. Failure to respond in a timely manner may result in a decrease in the suppliers rating and removal of Supplier from the Approved Suppliers Listing. Upon notification of the non-conformance shipments may be suspended until containment processes are enacted.

FOREIGN OBJECT DEBRIS (FOD): The Supplier shall assure that that devises, components and materials delivered under this contract are free of FOD. The Supplier shall employ general prevention practices to keep FOD, large or small, from the product and packaging. FOD contamination will be cause for rejection of material.

NOTIFICATION RESPONSIBILITY: The SELLER shall inform TMTI immediately where there is a reason to suspect that products previously supplied to TMTI may not be in accordance with the TMTI drawing, specification or purchase order requirements. The SELLER shall promptly inform TMTI of any circumstance related to materials, manufacturing, processing methods, design, etc. which may make a product susceptible to premature failure or otherwise place the safe operation of that product at risk. The notification shall describe the nature of the discovered anomaly, its applicability to TMTI part number(s), quantities affected and the probable impact to the proper function/performance of the item supplied.



NOTIFICATION OF DEBARMENT / SUSPENSION STATUS: SELLER shall provide immediate notice to TMTI in the event of being suspended, debarred or declared ineligible by any Local, State or U.S. Government Agency, or upon receipt of a notice of proposed debarment or suspension. SELLER shall not subcontract with or purchase from firms so suspended or debarred.

ADMINISTRATIVE AUTHORITY

All matters pertaining to administration of a Purchase Order shall be referred to or coordinated with Buyer's purchasing department. Correspondence should be directed to:

Tanksley Machine & Tool, Inc.
Purchasing Dept.
256-350-2276
1407 Southfield Drive
Decatur, AL 35603

* *Applicable to "Government Orders" only*

Change Log

Revision Date	Revision No.	Description of Change
09/16/16	00	Initial Release