



TL MACHINE - PURCHASE ORDER TERMS AND CONDITIONS

QR 742 – 11/1/11 Rev A01

THE FOLLOWING GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL TL MACHINE (TLM) PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC TLM QUALITY REQUIREMENTS (TLMQR) CLAUSES APPLY WHEN NOTED ON THE PO.	
TLMGTC - 1	RIGHT OF ENTRY THE BUYER AND BUYERS CUSTOMER, AND THEIR CUSTOMERS, OR ANY APPLICABLE REGULATORY AGENCY WILL HAVE THE RIGHT TO ENTER THE SUPPLIER'S FACILITY TO PERFORM INSPECTION OR ENSURE COMPLIANCE TO THE CONTRACT.
TLMGTC - 2	ACCEPTANCE OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE BY THE SUPPLIER.
TLMGTC - 3	AMENDMENTS TO THIS ORDER, OR TLM TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. TLM WILL CONSIDER SUPPLIER'S REQUEST TO MODIFICATION OF, OR EXCEPTION TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE).
TLMGTC - 4	PRICE AS STATED ON THIS ORDER COVERS ALL GOODS AND SERVICES TO BE PROVIDED BY THE SUPPLIER AS SPECIFIED IN THE ORDER. THESE PRICES ALSO COVER ALL CHARGES FOR PACKAGING, CONTAINERS, AND TRANSPORTATION, UNLESS SPECIFICALLY DEPICTED OTHERWISE ON THE FACE OF THE ORDER
TLMGTC – 5	SHIPMENT OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SUPPLIER SHALL FOLLOW BUYERS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.
TLMGTC – 6	SCHEDULE FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SUPPLIER'S REASONABLE CONTROL. HOWEVER, IF THE SUPPLIER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, THE BUYER MAY APPROVE A REVISED DELIVERY SCHEDULE, OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.
TLMGTC – 7	HAZARDOUS MATERIAL SUPPLIER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.
TLMGTC – 8	PACKAGING AND PROTECTION OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE TLM PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.
TLMGTC – 9	CHANGE NOTIFICATION WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY TLM OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION WHERE FIT FORM OR FUNCTION MAY BE AFFECTED. CANCELLATION SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.
TLMGTC – 10	TEST SPECIMENS SHALL BE REQUIRED WHEN THERE IS A DESIGN APPROVAL FROM A TL MACHINE CUSTOMER, INSPECTION, INVESTIGATION OR AUDITING .
TLMGTC – 11	TOOLING FURNISHED BY TLM SHALL BE MAINTAINED INDOORS, THE SUPPLIER IS RESPONSIBLE TO ENSURE ADEQUATE CARE IS UTILIZED WITHIN THEIR FACILITY, TO MAINTAIN THE TOOLING IN GOOD WORKING CONDITION. ANY DAMAGES TO THIS TOOLING, WHILE IN THE CARE OF THE SUPPLIER SHALL BE REPORTED TO THE TLM BUYER IN WRITING. TLM SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SUPPLIER. SUPPLIER REWORK OF TLM FURNISHED TOOLING SHALL BE AUTHORIZED IN WRITING.
TLMGTC – 12	QUALITY ASSURANCE THE SUPPLIER SHALL COMPLY WITH THE TLM QUALITY SYSTEM REQUIREMENTS AS SPECIFIED BY THE TLM SUPPLIER SURVEY OR PURCHASE ORDER. SUPPLIER AGREES TO IMPLEMENT AND MAINTAIN THE QUALITY OR INSPECTION SYSTEM DURING THE PERFORMANCE OF THIS CONTRACT. AN AUTHORIZED CERTIFICATE OF CONFORMANCE IS REQUIRED WITH EACH SHIPMENT. PROCESS SUPPLIERS SHALL FURNISH A COMPLETE CERTIFICATE OF CONFORMANCE WITH EACH SHIPMENT INDICATING THE PO NUMBER, SPECIFICATION NUMBER AND REVISION, NAME OF SUPPLIER AND QUANTITIES ACCEPTED AND REJECTED. MATERIAL SUPPLIERS SHALL FURNISH CHEMICAL/PHYSICAL TEST REPORTS WITH EACH SHIPMENT IDENTIFYING THE APPLICABLE SPECIFICATION AND REVISION, ACTUAL CHEMICAL COMPOSITION AND PHYSICAL PROPERTIES, MELT, HEAT, BATCH, OR LOT NUMBER(S). TRACEABILITY ALL PARTS / MATERIAL AND APPLICABLE DOCUMENTS MUST BE IDENTIFIED BY A MANUFACTURING LOT OR BATCH NUMBER BY THE SUPPLIER.
TLMGTC -13	NONCONFORMANCES UPON ACCEPTANCE OF A TLM PURCHASE ORDER, THE SUPPLIER AGREES THAT TLM IS ENTITLED TO REIMBURSEMENT OF TLM LABOR AND MATERIAL COSTS, AS WELL AS ALL PROCESSING COSTS ASSOCIATED WITH SUPPLIER RESPONSIBLE NONCONFORMANCES AND DAMAGES, INCLUDING CORRECTIVE ACTION REQUEST DOCUMENTATION PROCESSING. THE SUPPLIER SHALL PROVIDE TLM WRITTEN NOTIFICATION OF NONCONFORMANCES AND IS NOT AUTHORIZED, UNDER ANY CIRCUMSTANCE, TO PERFORM MATERIAL REVIEW ACTIVITY WITHOUT TLM APPROVAL.
TLMGTC - 14	AGE SENSITIVE MATERIAL CERTIFICATE OF CONFORMANCE FOR AGE SENSITIVE MATERIAL SHALL CONTAIN THE FOLLOWING AS A MINIMUM. DATE OF MANUFACTURE, SHELF LIFE EXPIRATION DATE AND STORAGE CONDITIONS TO ACHIEVE SHELF LIFE, IF NOT STATED ON NORMAL PACKAGE. SHIPMENTS WITH LESS THAN 70% REMAINING SHELF LIFE IS NOT ACCEPTABLE.
TLMGTC - 15	FLOWDOWN OF REQUIREMENTS (DFARS 252.225.7014 ATTACHMENT 2) WHEN REQUIRED BY CONTRACT OR PO, RAW MATERIAL OR ITEMS, WHICH CONTAIN "SPECIALTY METALS" (DEFINED AS CERTAIN STEEL AND OTHER ALLOYS, TITANIUM AND ZIRCONIUM) SHALL BE ACQUIRED FROM DOMESTIC OR QUALIFYING COUNTRY RESOURCES. ADDITIONAL FLOWDOWNS AS RELATED TO THE PURCHASE ORDER REQUIREMENTS, INCLUDING BUT NOT LIMITED TO PURCHASING DOCUMENTS AND KEY CHARACTERISTICS.
TLMQR 1	SUPPLIERS SHALL IMPLEMENT AND MAINTAIN A QUALITY MANAGEMENT SYSTEM IN COMPLIANCE WITH AS9100 – LATEST REVISION OTHER INDUSTRY SUPPLIERS SHALL IMPLEMENT AND MAINTAIN A QUALITY MANAGEMENT SYSTEM IN COMPLIANCE WITH ISO9001 - LATEST REVISION
TLMQR 2	TLM SOURCE INSPECTION AND/ OR CUSTOMER VERIFICATION IS REQUIRED AT SUPPLIER FACILITY PRIOR TO SHIPMENT WHEN REQUESTED ON THE PURCHASE ORDER. TLM WILL PLACE AN INSPECTION STAMP ON THE SUPPLIER SHIPPER TO INDICATE TLM ACCEPTANCE. CONTACT TLM AT LEAST 48 HOURS PRIOR TO SHIPMENT FROM SUPPLIER FACILITY.
TLMQR 3	GOVERNMENT SOURCE INSPECTION IS REQUIRED AT SUPPLIER FACILITY PRIOR TO SHIPMENT WHEN REQUESTED ON THE PURCHASE ORDER. SUPPLIER SHALL CONTACT TLM AND APPLICABLE GOVERNMENT REPRESENTATIVE TO ARRANGE FOR GOVERNMENT ACCEPTANCE PRIOR TO SHIPMENT FROM SUPPLIER FACILITY.
TLMQR 4	TESTING RECORDS AND CERTIFICATES SHALL BE PROVIDED WHEN REQUESTED ON THE PURCHASE ORDER. .
TLMQR 5	THE SUPPLIER SHALL PROVIDE AN INSPECTION REPORT (IR) IDENTIFYING ENGINEERING REQUIREMENTS AND ACTUALS. FORMAT WILL INCLUDE DESIGN CHARACTERISTICS INCLUDED IN AS9102A FAI DOCUMENTATION. USE OF SUPPLIER OR TLM IR IS ACCEPTABLE IF ALL AS9102A ELEMENTS ARE INCLUDED ON REPORT. ONE COPY OF THE IR SHALL BE FURNISHED TO TLM REPRESENTING EACH MANUFACTURING LOT.
TLMQR 6	THE SUPPLIER SHALL PERFORM 100% INSPECTION OF THE TLM NOTED KEY CHARACTERISTICS, A RECORD OF THE INSPECTION RESULTS SHALL BE PROVIDED TO TLM, SAMPLING INSPECTION IS NOT ALLOWED WHEN REQUESTED ON THE PURCHASE ORDER.
TLMQR 7	RECORD RETENTION SUPPLIER SHALL RETAIN ALL RECORDS PERTAINING TO MATERIAL/ MFG PROCESS SPECIAL PROCESSES, TEST AND INSPECTION FOR A MINIMUM OF 10 YEARS OR AS REQUIRED BY THE TL MACHINE CUSTOMER. CHANGES TO THIS REQUIREMENT SHALL BE ADDRESSED ON THE PURCHASE ORDER. NOTIFY TLM PRIOR TO DESTRUCTION. ADDITIONAL TLM QUALITY REQUIREMENTS (TLMQR CLAUSES) APPLY WHEN REFERENCED BY TLM PO.
TLMQR 8	PRODUCT AND DOCUMENTS SHALL HAVE POSITIVE IDENTIFICATION RELATED TO THE PO SPECIFICATIONS, DRAWINGS, PROCESS REQUIREMENTS, INSPECTION INSTRUCTIONS AND OTHER RELEVANT TECHNICAL DATA.
TLMQR 9	ITAR REQUIREMENTS – THE SUPPLIER SHALL COMPLY TO AND FLOW DOWN TO ITS SUPPLIERS THE ITAR REQUIREMENT AS IDENTIFIED ON THE TL MACHINE PURCHASE ORDER ISSUED TO THE SUPPLIER
TLMQR 10	DFAR REQUIREMENTS - THE SUPPLIER SHALL COMPLY TO AND FLOW DOWN TO ITS SUPPLIERS THE DFAR REQUIREMENT AS IDENTIFIED ON THE TL MACHINE PURCHASE ORDER ISSUED TO THE SUPPLIER

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