

E. F. Precision, LLC
Precision Assembly, LLC
Purchase Order Terms & Conditions

The following conditions shall form a part of all Purchase Orders issued by E. F. Precision, LLC & Precision Assembly, LLC In accepting the award of a Purchase Order from E. F. Precision, LLC & Precision Assembly, LLC the supplier (identified in the Purchase Order as “Issued to”) as well as all of its agents, employees, associated companies, and subcontractors where applicable agrees to these Conditions and to have read and acknowledged these Conditions.

1. Complete Agreement

Upon acceptance by E. F. Precision, LLC & Precision Assembly, LLC a solicitation, bid, proposal, or price quotation and the resulting Purchase Order shall be deemed a binding contract. Changes are binding only if agreed to in writing. Supplier shall notify EF Precision, Inc. or Precision Assembly, LLC of changes in the purchased product before the implementation of any changes that affect the ability of the purchased product to meet the specified purchase order requirements.

2. Acceptance

If a Purchase Order is not accepted as written, E. F. Precision, LLC & Precision Assembly, LLC Materials Manager must be notified immediately. The Purchase Order and a written explanation must be returned at once to the Purchase Agent specified on the Purchase Order.

3. Correspondence

Written correspondence relating to a Purchase Order shall be delivered to the Purchasing Department for the attention of the specified Buyer at E. F. Precision, LLC & Precision Assembly, LLC offices located at 2301 Computer Ave., Willow Grove, PA 19090.

4. Deliveries

Goods and/or services shall be delivered on or before the date specified in a Purchase Order. Partial deliveries may be accepted. E. F. Precision, LLC & Precision Assembly, LLC reserves the right to designate the freight carrier and routing.

5. Late Shipments

Supplier is responsible for notifying E. F. Precision, LLC & Precision Assembly, LLC of any late/delayed shipment and reserves the right to cancel all or any part of the Purchase Order if the supplier fails to make deliveries within the time specified on the Purchase Order.

6. Sellers Invoice

The supplier must submit its invoice within 60 days of completing the order. Failure to observe this time limitation may constitute a waiver of all claims for payment of the invoice. Invoices shall be prepared and submitted in duplicate to the "Ship-to" address shown on the Purchase Order. Separate invoices are required for each Purchase Order and shall reference

the Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantity, unit price, and extended totals.

7. Freight Charges

Freight charges, whether sold FOB Destination or FOB Point of Shipment, must be prepaid unless otherwise directed.

8. Infringement

The supplier shall hold E. F. Precision, LLC & Precision Assembly, LLC its officers, agents, and employees harmless from liability of any nature or kind on account of any copyrighted or not copyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under a Purchase Order issued by E. F. Precision, LLC & Precision Assembly, LLC

9. Inspection / Acceptance

All material and workmanship are subject to inspection and test by E. F. Precision, LLC & Precision Assembly, LLC notwithstanding any inspection during manufacture or witness test at the plant, warehouse, or other location. Final inspection and acceptance of any articles ordered including procedures, processes, and equipment shall be after receipt by E. F. Precision, LLC & Precision Assembly, LLC reserves the right to reject any articles that do not comply with the specifications of its Purchase Orders, or which contain defective materials or workmanship. Rejected articles shall be removed at the supplier's expense, including transportation both ways promptly after notification of rejection and the supplier shall bear the risk of rejected articles.

10. Assignment of Contract

Supplier shall not assign any part of the Purchase Order or referenced contract without the prior written consent of E. F. Precision, LLC & Precision Assembly, LLC

11. Quantities

Deliveries must not exceed the quantities shown on the Purchase Order without prior written approval of the Buyer.

12. Safety Orders, Regulatory Compliance

Where any goods and services are regulated, certified, or ostensibly approved or are to be operated pursuant to any license, grant, or regulatory control of any Federal or State Agency then the goods or services must conform with any of the health and safety regulations of the appropriate governmental entity including (but not limited to) the Federal Communications Commission, the Federal Aviation Administration, the Pennsylvania Department of Health and the Occupational Safety and Health Act of 1970.

13. Title to Goods

It is the intent of the parties to this contract that all risk of loss and title to the commodities covered by this contract shall pass at the FOB point contained herein except as expressly ordered otherwise.

14. Warranty

Notwithstanding E. F. Precision, LLC & Precision Assembly, LLC acceptance or right of inspection and/or any other terms or conditions provided in the Purchase Order and referenced contract, the supplier warrants that all articles furnished there under are free from defects in design, materials, or workmanship and that articles fully comply with specification and are suitable and fit for the use intended.

15. Compliance with Laws and Regulations

The parties hereby incorporate the requirements of 41 C.F.R. § 60-1.4(a) and 29 C.F.R. § 471, Appendix A to Subpart A, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

16. Records

Seller agrees to retain all records obtained during the performance of the purchase order to support their process, i.e., raw materials used in plating, painting, anodizing, heat treatment, etc., that are not required to be forwarded to EFPG at the time of product delivery. Records will be retained for seven years or longer as identified by EFPG at the time of purchase order acceptance. Records will be stored in a manner as to be identifiable to the process certification supplied to EFPG. Records will remain legible, retrievable, and stored in an area that prevents deterioration. Records that have reached their identified maturity will be disposed of in a manner consistent with the Sellers' normal business practices unless otherwise requested by EFPG for variation.

17. Quality Management System

Suppliers are encouraged to establish and maintain a quality management system using the elements found in ISO9001 or 21 CFR, Part 820 as applicable to the product and process being purchased. Qualification of supplier personnel shall be maintained as applicable.

Effective December 1, 2023, Rev. C

The Responsibility of Medical Device Service Suppliers

- Implement a Quality Management System
- Notify EFPG of any nonconforming processes, products or services and obtain approval for their disposition, to prevent the use of counterfeit parts.

- Notify EFPG of changes to processes, products or service including changes of their external providers location of manufacture and obtain EFPG's approval.
- Retain documented information that remains protected, legible, is retrievable, identifiable and without deterioration for a period of (7) seven years, or as otherwise identified by EFPG.