

ABC Group	Blanket Purchase Order Additional Terms & Conditions	ID:80QPP-D-033
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Prior to a first shipment of production parts, a PPAP package must be approved to Level 3, AIAG 4th Edition PPAP manual and the corresponding OEM customer specific PPAP requirements and agree to be bound by them.

For all ABC plants
It is your responsibility to acquire,
compile & report material
composition data to
IMDS ID#4486
via www.mdssystem.com

In addition to its other rights of termination hereunder, ABC may terminate this Blanket Purchase Order without liability to Supplier if Supplier fails to meet any of the requirements of ABC or its customer in connection herewith, including but not limited to requirements respecting Quality, Delivery Improvement or Price.

We expect zero incidents, zero defects and zero disruptions.

BLANKET PURCHASE ORDER CLAUSES

1. Suppliers providing production parts to any ABC Group facility acknowledge the ABC Group supplier quality manual and all applicable OEM customer specific requirements and agree to be bound by them. (The supplier manual can be downloaded from the ABC website: www.abcgrouppinc.com >Suppliers>download Supplier Quality and Development Manual).
2. Suppliers must acknowledge receipt of all blanket purchase orders by faxing back a signed copy of the actual blanket order.
3. Suppliers not returning a signed copy of the blanket purchase order automatically agrees to the terms and conditions therein.
4. All future releases/planning schedules will be issued by our purchasing department, and delivery dates shown are in-house dates.
5. **QUANTITY AND DURATION**
 - A. The quantity applicable to each Purchase Order may be specified on the face of the Purchase Order. If the quantity is not specified on the Purchase Order, the quantity is for all or a portion of Purchaser's requirements and may be for up to one hundred percent (100%) of Purchaser's requirements for the Supplies. Seller further acknowledges and agrees that Seller is obligated to provide Supplies to Purchaser in the quantity specified in any release issued by Purchase ("Release"). A Release will specify a firm quantity of Supplies and/or a firm quantity of raw materials/components that Purchaser will be responsible for in the event to termination. Releases may include Projections (defined below), but Releases are only binding upon Purchaser for, and Purchaser will have no obligation or liability beyond, the firm quantity specified in the Release. Seller acknowledges and agrees to accept the risk associated with the lead times of the various components if they are beyond the firm Release quantities provided by Purchaser.
 - B. Unless stated otherwise on the face of the Purchase Order, the duration of Purchase Order shall be the life the program(s) into which the Supplies ultimately are incorporated, plus applicable service and replacement parts requirements. Purchaser and Seller acknowledge, however, that this section B does not affect or otherwise change Purchaser's rights of termination set forth herein.

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- C. Upon the expiration of any Purchase Order, Seller shall cooperate with Purchaser and provide all reasonably requested support and information required by Purchaser to facilitate Purchaser's sourcing of the Suppliers to a replacement supplier.
- D. Seller warrants that its overall equipment (shared and specific) and plant capacity are adequate to meet Purchaser's needs. The requirement for capacity is not a volume, program or other commitment by Purchaser.
- 6. ABC Group facility requests its supplier to provide a "Certificate of Compliance" to the Quality Department. This certificate may contain one or more of the following information:
 - 1) Production identification
 - 2) Specification(s) to which the product was inspected
 - 3) Number of observations
 - 4) Results of observations
 - 5) Statistical Data
 - 6) Signature and Title of responsible official

Failure to supply the required certification with each and every shipment or as agreed, will result in a \$100.00 (non-refundable) administration charge debited to your account.

- 6. Each container must be identified by use of a bar coded label or tag must contain the following information:
 - a) ABC's part number
 - b) OEM part numbers, description and if assigned, suffix & engineering change level.
 - c) Standard pack quantity and unit of measure
 - d) Serial number
 - e) ABC Group facility blanket purchase order number
 - f) Supplier Number
 - g) Supplier Name & address

Items a, c, d, e & f are the minimum requirements to be encoded when using AIAG bar code labels.
- 7. Excess freight charges resultant from supplying late or nonconforming goods or using unauthorized carriers will be borne by seller.
- 8. Invoices will be rejected if price exceeds agreed upon cost on current blanket purchase order without prior authorization from the ABC Group facility.
- 9. Pending negotiations, 180 days written notice is required before any price increase is authorized.
- 10. ABC in-house part numbers, blanket purchase order number, and release number, if applicable, must appear on all documents, i.e.: packing slips, bill of lading, custom papers, invoices, etc.
- 11. Premium charges incurred by us and from our customers, resulting from late shipments will be debited to your account.
- 12. Small parts and standard hardware, such as nuts, bolts, screws, clips and washers must be packaged and shipped in individual containers not to exceed thirty-five (35) lbs.
- 13. For all imported goods, the following paper is required:
 - a) U.S. or Canadian custom invoices in quadruplicate
 - b) U.S. or Canadian export declaration in quadruplicate
 - c) Above documents must be attached to carrier's bill of lading
 - d) Canada custom invoices and bill of lading must be clearly marked

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“Notify ABC's custom broker (Livingston) or
his appointed agent as point of entry.”

- e) Nafta certificate is required if product is imported. Failure to provide certification could result in fines from customs. Suppliers can provide a blanket certificate of a period of one (1) year. If certificate is fraudulent and additional duties are incurred, all related costs will be charged back to the supplier.
14. Tooling is the property of the ABC Group and/or ABC Group's customer, and is to be used for the purpose of producing parts for the ABC Group. Maintenance of all tools in good working order is your complete responsibility.
 15. ABC Group and/or its customer shall be afforded the right to access the supplier site and/or its sub-supplier's site for the purpose of conformity to specified requirements.
 16. Supplier shall comply with all OEM requirements, including but not limited to, records retention and safety component requirements.
 17. The supplier shall provide full traceability to all raw materials used.
 18. The supplier shall commit to 100% on-time delivery.
 19. All purchased materials used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials; as well as, environmental, electrical and electromagnetic considerations applicable to North America.
 20. All purchased materials must be accompanied by an international materials database system submission to show chemicals and percentage of chemicals present. International materials database system information can be obtained via ABC Group engineering contacts or IMDS service center North America 1-717-506-1461 or Europe 49-0-421-52-56-666 or via email at imds-eds-helpdesk@eds.com or imds-eds-helpdesk-nao@eds.com.
 21. Certification: Third party registration to ISO 9001:2008 is required as a minimum.