



**DUNCAN INDUSTRIES PROCUREMENT TERMS AND CONDITIONS – Form Q062**

<p>THE FOLLOWING <b>GENERAL TERMS AND CONDITIONS</b> (GTC) APPLY TO ALL DUNCAN INDUSTRIES PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC DUNCAN INDUSTRIES QUALITY REQUIREMENTS (DUNCAN INDUSTRIES QR) CLAUSES APPLY WHEN NOTED ON THE PO.</p>		<p>Date Revision: September 16, 2024</p>
GTC 1	<p><b><u>RIGHT OF ENTRY.</u></b></p> <p>THE BUYER AND BUYERS CUSTOMER, AND THEIR CUSTOMERS, OR ANY APPLICABLE REGULATORY AGENCY WILL HAVE THE RIGHT TO ENTER THE SELLERS FACILITY TO PERFORM INSPECTION OR ENSURE COMPLIANCE TO THE CONTRACT.</p>	
GTC 2	<p><b><u>ACCEPTANCE</u></b></p> <p>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 SELLER.</p>	
GTC 3	<p><b><u>AMENDMENTS</u></b></p> <p>TO THIS ORDER, OR DUNCAN INDUSTRIES TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. DUNCAN INDUSTRIES WILL CONSIDER SELLERS 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).</p>	
GTC 4	<p><b><u>QUALITY ASSURANCE.</u></b></p> <p>THE SUPPLIER SHALL COMPLY WITH THE DUNCAN INDUSTRIES QUALITY SYSTEM REQUIREMENTS AS SPECIFIED BY THE DUNCAN INDUSTRIES SUPPLIER SURVEY OR PURCHASE ORDER. SUPPLIER AGREES TO IMPLEMENT AND MAINTAIN THE QUALITY OR INSPECTION SYSTEM DURING THE PERFORMANCE OF THIS CONTRACT.</p> <p>ANY DUNCAN INDUSTRIES. MATERIAL FURNISHED TO THE SUPPLIER SHALL BE LOT CONTROLLED WHILE IN THE POSSESSION OF THE SUPPLIER AND NO SUBSTITUTION MAY OCCUR . BY ACCEPTANCE OF THE PURCHASE ORDER THE SUPPLIER AGREES TO FURNISH CORRECTIVE ACTION IN RESPONSE TO A MATERIAL REJECTION BY EITHER DUNCAN INDUSTRIES. OR DUNCAN INDUSTRIES'S CUSTOMERS. SUPPLIERS FURTHER AGREE TO NOTIFY BUYER OF CHANGE OF FACILITIES OR CHANGES IN QUALITY ORGANIZATION MANAGEMENT. THE SUPPLIER FURTHER AGREES TO FLOW DOWN PMD AND OR DUNCAN INDUSTRIES . CUSTOMERS REQUIREMENTS TO SUB TIER SUPPLIERS.</p> <p>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.</p> <p>THE SUPPLIER IS NOT AUTHORIZED TO PERFORM MATERIAL REVIEW ACTION OF NONCONFORMING MATERIAL. SUPPLIER SHALL NOTIFY DUNCAN INDUSTRIES QUALITY DEPARTMENT OF ANY OF THE FOLLOWING OCCURANCES:</p> <ul style="list-style-type: none"> <li>• NONCONFORMING PRODUCT</li> <li>• NOTIFICATION OF CHANGES IN PRODUCT, PROCESS OR SUPPLIERS</li> <li>• NOTIFICATION OF OFFLOAD</li> <li>• NOTIFICATION OF COUNTERFEIT PRODUCT</li> </ul> <p>QUALITY SYSTEM REQUIREMENTS AT A MINIMUM IS TO HAVE AN ISO 9001:2015 COMPLIANT SYSTEM UNLESS OTHERWISE NOTED IN THE PURCHASE ORDER.</p>	
GTC 5	<p><b><u>PRICE</u></b></p> <p>AS STATED ON THIS ORDER COVERS ALL GOODS AND SERVICES TO BE PROVIDED BY THE SELLER 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</p>	
GTC 6	<p><b><u>SHIPMENT</u></b></p> <p>OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SELLER SHALL FOLLOW BUYERS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.</p>	
GTC 7	<p><b><u>SCHEDULE</u></b></p> <p>FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SELLER. THE SELLER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SELLERS REASONABLE CONTROL. HOWEVER, IF THE SELLER 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.</p>	
GTC 8	<p><b><u>HAZARDOUS MATERIAL</u></b></p> <p>SELLER 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.</p>	
GTC 9	<p><b><u>PACKAGING AND PROTECTION</u></b></p> <p>OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE DUNCAN INDUSTRIES. PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE , DETERIORATION OR CONTACT WITH F.O.D.(FOREIGN OBJECT DEBRIS/DAMAGE).</p>	
GTC 10	<p><b><u>CANCELLATION</u></b></p> <p>SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.</p>	



GTC 11	<p><b><u>TOOLING</u></b></p> <p>FURNISHED BY DUNCAN INDUSTRIES SHALL BE MAINTAINED INDOORS, THE SELLER 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 SELLER SHALL BE REPORTED TO THE DUNCAN INDUSTRIES. BUYER IN WRITING. DUNCAN INDUSTRIES. SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SELLER. SELLER REWORK OF DUNCAN INDUSTRIES. FURNISHED TOOLING SHALL BE PRE-AUTHORIZED IN WRITING.</p>
GTC 12	<p><b><u>NONCONFORMANCES</u></b></p> <p>SUPPLIER IS REQUIRED TO HAVE A NONCONFORMING PRODUCT PROCEDURE DETAILING HOW TO DOCUMENT THE DEFECT, SEGREGATE NONCONFORMING PRODUCT, AND TRANSMIT THE INFORMATION TO THE DUNCAN BUYER FOR DISPOSITION. SUPPLIER HAS NO MRB AUTHORITY OR PERMISSION TO DISPOSITION ANY NONCONFORMING PRODUCT. DUNCAN RESERVES THE RIGHT TO NEGOTIATE WITH THE SUPPLIER FOR MATERIAL AND LABOR COSTS WHICH OCCUR IN THE EVENT OF SCRAPPING PARTS DUE TO NONCONFORMANCE.</p>
GTC 13	<p><b><u>FOD</u></b></p> <p>THE SUPPLIER SHALL HAVE A DOCUMENTED FOD CONTROL PROGRAM IN PLACE FOR THE PURPOSE OF PREVENTION, DETECTION, AND REMOVAL OF FOREIGN OBJECTS. THE SUPPLIER IS RESPONSIBLE TO ENSURE THAT DUNCAN INDUSTRIES RECEIVES CLEAN, UNDAMAGED, AND CONTAMINATION-FREE PRODUCT.</p>
GTC 14	<p><b><u>COUNTERFEIT PARTS</u></b></p> <p>DUNCAN INDUSTRIES IS COMMITTED TO PROVIDING THE SAFEST, MOST RELIABLE MACHINED PARTS AND SUB-STANDARD AND UNRELIABLE PARTS PRESENT A SERIOUS THREAT TO OUR REPUTATION AND ULTIMATELY TO OUR CUSTOMERS. DUNCAN INDUSTRIES REQUIRES THAT ITS SUPPLIER TAKE STEPS IN IDENTIFYING AND ELIMINATING RISKS ASSOCIATED WITH SUB-STANDARD AND COUNTERFEIT PARTS. COUNTERFEIT PARTS ARE DEFINED AS A SUSPECT PART THAT IS A COPY OR SUBSTITUTE WITHOUT LEGAL RIGHT OR AUTHORITY TO DO SO OR ONE WHOSE MATERIAL, PERFORMANCE, OR CHARACTERISTICS ARE KNOWINGLY MISREPRESENTED BY A SUPPLIER IN THE SUPPLY CHAIN.</p>
GTC 15	<p><b><u>AWARNESS</u></b></p> <p>THE SUPPLIER SHALL HAVE AN AWARENESS POLICY THAT ENSURES PERSONNEL PERFORMING ACTIVITIES ON DUNCAN INDUSTRIES ORDERS AND PRODUCTS ARE AWARE OF THEIR ROLE IN PRODUCING THE SERVICE ORDER ACTIVITY, UNDERSTAND THE IMPORTANCE OF PRODUCT AND PERSONNEL SAFETY, AND KNOW THE IMPORTANCE OF ETHICAL BEHAVIOR.</p>
GTC 16	<p><b><u>SUB-TIER FLOW DOWN</u></b></p> <p>IN THE EVENT OUR SUPPLIER MUST USE AN EXTERNAL SUB TIER SUPPLIER, THE SUPPLIER MUST FLOW DOWN THE DUNCAN PURCHASE ORDER REQUIREMENTS AND ANY APPLICABLE GENERAL T &amp; CS TO THE SUB-TIER SUPPLIER.</p>
GTC 17	<p><b><u>REQUIREMENTS</u></b></p> <p>SPECIAL PROCESSES MUST BE PERFORMED BY AN APPROVED SPECIAL PROCESS SUPPLIER AS DESIGNATED IN DUNCAN'S CUSTOMER APL. CONTACT DUNCAN BUYER IF AN APPROVAL PROCESS SUPPLIER IS REQUIRED TO COMPLETE THE PURCHASE ORDER.</p>
GTC 18	<p><b><u>MATERIAL</u></b></p> <ul style="list-style-type: none"> <li>• TEST REPORTS / MILL CERTS REDQUIRED SPECIFYING LOT, SPECIFICATIONS AND PRODUCING MILL</li> <li>• ALL MATERIALS MUST BE DCR CONFLICT-FREE</li> <li>• DOMESTIC MATERIAL OR MATERIAL PROVIED BY DFAR COMPLIANT COUNTRY</li> <li>• MATERIAL MUST BE FROM (1) HEAT LOT ONLY</li> </ul>
GTC 19	<p><b><u>RECORDS RETENTION</u></b></p> <p>RETAIN DOCUMENTED INFORMATION (QUALITY RECORDS), INCLUDING RETENTION PERIODS AND DISPOSITION REQUIREMENTS, FOR A 7 YEAR PERIOD.</p>
GTC 20	<p><b><u>ITAR CONTROL AND COMPLIANCE</u></b></p> <p>THIS PURCHASE ORDER CONTAINS TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C., SEC 2751, ET SEQ.) OR THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED, TITLE 50, U.S.C., APP. 2401 ET SEQ. VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES.</p> <p>THE INFORMATION CONTAINED HEREIN IS INTENDED FOR USE BY U.S. PERSONS ONLY. ANY DISCLOSURE, EXPORT, OR RE-EXPORT OF THIS INFORMATION TO NON-U.S. PERSONS OR ENTITIES, WHETHER IN THE UNITED STATES OR ABROAD, WITHOUT THE PROPER AUTHORIZATION FROM THE U.S. DEPARTMENT OF STATE, IS STRICTLY PROHIBITED.</p>