



TERMS AND CONDITIONS OF THIS PURCHASE ORDER

**1. Documentation**

White Rock Inc. (known hereafter as WRI) purchase order numbers, revision levels, and quantities shall appear on all packages, certification of conformance/compliance and / or any other pertinent documentation. The supplier shall retain quality records for a minimum of 7 years and provided accessibility to all records at WRI's request unless otherwise required by contract.

**2. DELIVERY**

The dates appearing on this purchase order are "Dock Dates" and are critical. They must be met or exceeded. The supplier may ship 30 days prior to the "Dock Dates" appearing on this purchase order.

**3. PARTIAL SHIPMENTS AND OVERAGES**

Partial shipments and overages must be approved by the WRI prior to shipment.

**4. CHANGES TO PURCHASE ORDER**

WRI may at any time, by written order, make changes within the general scope of this purchase order, in any one or more of the following:

- a) Description of services to be performed.
- b) The method of shipment or packing.

**5. PROCESS CHANGE NOTIFICATION**

Suppliers are required to notify WRI of process changes that would affect the form, fit, or function of delivered product.

**6. ACCESS TO SUPPLIERS FACILITY**

WRI (The Buyer), its customers or its authorized representatives reserve the right to access the suppliers facility including all sub-tier suppliers at any point to determine quality of work and material. This shall be performed at reasonable times and dates, and may be used to conduct preliminary inspections or tests of the work in process referenced on this purchase order. \*Suppliers are required to notify WRI of any facility relocation.

**7. TERMINATION FOR DEFAULT**

WRI may by written notice of default to the supplier, terminate this purchase order in whole or part, if the supplier fails to:

- a) Deliver the goods or to perform the services within the time specified on this purchase order, or any extension.
- b) Deliver goods or services that fail to meet WRI purchase order, drawing, specification, or quality requirements.
- c) Violate any other terms and conditions of this purchase order. If this purchase order is terminated for default WRI requires the supplier to deliver to WRI any supplies and materials furnished to the supplier by WRI to be used in the performance of this purchase order. The cost of shipment, of such, to be borne by the supplier.



**8. DEFECTIVE WORK**

If any of the materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of this purchase order, buyer shall have the right to either reject them or to require their correction. And to return them at seller's risk and expense, including transportation both ways.

**9. O.S.H.A.**

Seller warrants that all materials or services delivered hereunder shall comply with all provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 including any then current rules and regulations issued thereunder.

**10. OVERSHIPMENT**

Subject to inspection and acceptance, buyer will be liable for payment only for quantities ordered and delivered. Overshipments shall be held at seller's risk and expense for a reasonable time waiting shipping instructions. Shipping charges for returns shall be seller's expense.

**\*\*\*\*\*IMPORT AND EXPORT COMPLIANCE\*\*\*\*\***

*Data contained in this Purchase Order may be subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. Regulated data may not be exported, released, or disclosed to foreign nationals inside or outside the United States without obtaining the prior written approval of White Rock, Inc. and licenses as required by the U.S. Department of State.*