

General Terms and Conditions

The following shall apply to all orders/products supplied to QualTech Industries, Inc., thus forward referred to as QualTech. For situations where a Purchase Order placed by QualTech contains requirements that conflict with any information below, the Purchase Order shall govern. Any additional requirements contained on a Purchase Order shall apply in addition to the requirements below.

1. Supplier shall flow down to sub-tier suppliers the applicable requirements in:
 - 1) The Purchase Order.
 - 2) Any documents (drawings, specifications, etc.) supplied or known to be applicable to the supplied products or services.
 - 3) This General Terms and Conditions document.
2. Supplier shall provide all products with proper product identification including:
 - 1) Reference to QualTech's purchase order.
 - 2) Part number or product description.
 - An example of where product description would be provided rather than a part number is material (Steel, aluminum, etc.) that is described per an industry standard rather than by QualTech's internal part number for that material.
 - 3) Identification of any specifications, requirements met, testing results and any other requirements of the purchase order. This information may be provided on a certificate of conformance.
3. Supplier shall ensure all parts are handled, packaged, preserved, and shipped using practices that will not allow damage or deterioration of the parts. Where necessary, the package shall be identified with precautions to ensure the integrity of the parts during shipment, handling, and storage by shipper, supplier, QualTech, or any other entity until the product is removed from the packaging.
4. Suppliers shall separate and identify accordingly any parts that are included in an order with multiple parts so that these items are easily distinguishable and cannot be interchanged with each other.
5. Supplier shall verify and demonstrate conformance to all purchase order requirements. By delivering products or services, the supplier certifies that the provided products or services are in conformance with all requirements of the purchase order.
6. Supplier shall establish and maintain records of conformity to requirements where required or applicable and furnish when requested. This includes but is not limited to: Certificates of compliance, inspection reports, first article inspections, and testing results.
7. Supplier shall always provide Certificates of Compliance / Conformity for products delivered where certificates are available or can be provided.
8. Supplier shall notify QualTech of any nonconforming products or processes upon occurrence and prior to delivery. Nonconforming products must be identified and segregated from conforming products at all times from occurrence until received by QualTech including during shipment to ensure they cannot be mistaken as conforming products.
9. Supplier may take the following actions with nonconforming products:
 - 1) Replace nonconforming products with conforming products where possible.
 - 2) Rework nonconforming products if applicable and approved by QualTech.
 - 3) Deliver nonconforming products if approved for use by QualTech.Rework or delivery of nonconforming products shall not occur without QualTech's written consent.
10. QualTech reserves the right to reject any nonconforming or counterfeit products or services upon receipt at the supplier's expense including reworked or delivered nonconforming products previously approved for use if deemed unacceptable after delivery.
11. QualTech shall consider products and services nonconforming if required certifications are not complete, legible, accurate, and in conformance with and contain all information requested on the PO or required by any applicable federal or industry standards.
12. Supplier shall request disposition and have approval from QualTech in writing for any nonconforming products that cannot be reworked or replaced prior to any shipment.
13. Supplier shall respond to any Nonconformance Reports (NCR's) or Corrective Action Reports (CAR) and provide planned resolutions in a timely fashion. Supplier agrees to provide additional requested information or findings when follow-up is requested.
14. Supplier is responsible for any costs incurred by QualTech for reproduction of parts and services affected by supplier including those that were to be provided by supplier, penalties incurred, or any other expenses caused by nonconforming or counterfeit products or services provided.
15. Supplier shall not make any changes to the product, processes, facilities, materials, handling, testing, suppliers, or any other aspect that affects the product or could affect the fit, form, function, performance, reliability, maintenance, service life, or ability to produce the product and must notify QualTech if any of these changes occur.
16. Supplier shall provide right of access to QualTech, its customers, and any regulatory authorities to all supplier and sub-tier supplier facilities, processes involved for product or service provided to QualTech, and records involved in fulfilling the requirements of Purchase Order. Supplier will be notified prior to any visit.
17. Supplier shall ensure no counterfeit parts or products are used as detailed in section 8.1.4 of AS9100D. Supplier shall notify QualTech if any counterfeit parts have been or are thought to have been used. Counterfeit parts and any other affected parts must be replaced, reworked, or otherwise corrected to QualTech's satisfaction and at the expense of the supplier. Supplier must receive approval prior to taking any actions.
 - Per AS9100D, Counterfeit Part is defined as: An unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.
 - Per AS9100D, examples of a counterfeit part can include, but are not limited to, the false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics.
18. Supplier shall ensure persons involved in any aspect related to products or services provided to QualTech are competent and qualified where applicable and aware of their contribution to product and service conformity and product safety and the importance of ethical behavior.