



YOUR SUCCESS IS OUR MISSION

# VSS LOGISTICS, LLC

## PURCHASE ORDER TERMS AND CONDITIONS

### 1. PURCHASE ORDER ACCEPTANCE

Supplier's acceptance of this Purchase Order, either by prompt written acknowledgment, delivery of an invoice, delivery of goods, commencement of services, or the fulfillment of any part of a Purchase Order, implies that Supplier verifies the accuracy of the order (product numbers, descriptions, units of measurement, price, etc.) and accepts all terms and conditions. It is the supplier's responsibility to notify VSS Logistics, in writing, of any discrepancies and any changes must be mutually agreed upon.

### 2. DELIVERY ACCEPTANCE

Each package shall be numbered and labeled with VSS Logistics' order number, stock number, contents, and weight; shall contain an itemized packing slip; and shall be properly prepaid for shipment to secure the lowest transportation and insurance rates and to meet carrier's requirements unless otherwise specified. No charges will be permitted for packing, breakage, freight, express, or cartage unless otherwise stated herein. All goods ordered shall be subject to inspection, testing, and approval by VSS Logistics, their customer, and/or regulatory authorities before acceptance. Supplier expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, suitable for purchase, and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by VSS Logistics of the goods or services.

### 3. DELAY IN DELIVERY

If the Supplier becomes aware of any circumstances that are likely to cause a delay in delivery of the ordered item(s), the Supplier will immediately notify VSS Logistics in writing, stating the reason for the delay and the updated delivery date. Upon receipt of this information, VSS Logistics reserves the right to keep or cancel the purchase order without liability or penalty. VSS Logistics also reserves the right to cancel a purchase order if the Supplier cannot meet the needs of an expedited purchase order.



#### **4. PRICING**

Prices recorded in this purchase order are not subject to increase. No additional amounts shall be chargeable to VSS Logistics because of taxes or excises, presently or hereafter levied on Supplier. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Supplier, Supplier shall immediately pay VSS Logistics the amount of such refund.

#### **5. TERMS OF PAYMENT**

Payment terms are as previously arranged with Supplier, unless other arrangements are specified within the purchase order. If the pricing or terms of payment on this order do not appear on or agree with Supplier's invoice as rendered, Supplier agrees that the terms and conditions of this purchase order shall control and that VSS Logistics may change Supplier's invoice to conform to this order and make payment accordingly. In the event that this purchase order follows a quotation, offer, option or other documentation of Supplier, VSS Logistics' acceptance of any offer contained therein is expressly conditioned upon Supplier's assent to the terms and conditions contained in this purchase order.

#### **6. QUALITY**

**a)** To meet the requirements placed upon them by many of their customers, VSS Logistics maintains both ISO:9001 and AS9120 Quality Certifications. Preference will be given to Suppliers who also maintain a quality management certification that is appropriate for the items being supplied. For certain orders, VSS Logistics may also require the Supplier to complete a Supplier Quality Questionnaire and/or furnish a copy of their most recent QMS Certificate.

**b)** Supplier is hereby notified that the delivery of counterfeit parts is of special concern to VSS Logistics. Supplier shall not deliver Counterfeit or Unapproved parts to VSS Logistics under this purchase order. In the event that VSS Logistics or one of its customers receives an item that is discovered to be counterfeit or unapproved, the item will be set aside, reported to the Supplier, the end user, GIDEP, and any other necessary parties, and, upon completion of all necessary steps, will be disposed of IAW the requirements set forth by AS9120.

**c)** The Supplier's organization shall guarantee right of access by VSS Logistics, VSS Logistics' customers, and regulatory



authorities to the applicable areas of all facilities, at any level of the supply chain in the order, and to all applicable records.

**d)** Supplier is responsible for all testing and verification of product as requested and/or required by customer. This includes (but is not limited to) any certifications, calibrations, Material Safety Data Sheets, Certificates of Conformance, etc. All documentation must be included with the product.

**e)** All VSS Logistics Terms and Conditions, including Work Instructions, must be flowed down by Supplier to lower tier suppliers

**f)** For products intended for use in Aerospace applications, Suppliers will determine and retain production and other applicable records in accordance with the end-user's record retention requirements.

**g)** Supplier shall notify the VSS Logistics of any changes in product and/or process definition, changes of Suppliers, change of manufacturing facility location, and obtain end-user approval if necessary

**h)** Any changes in product definition or products that are found to be nonconforming must be communicated to VSS Logistics immediately upon receipt of the Purchase Order, at which time VSS Logistics will investigate and provide further instructions. All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to VSS Logistics' specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by VSS Logistics and returned or held at Supplier's expense and risk. VSS Logistics may hold Supplier liable for any and all damages arising from any breach or default hereinabove set forth.

**i)** For Aerospace items, the Supplier shall ensure that people are aware of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior.

## **7. CANCELLATION**

In addition to any cancellation terms mentioned previously in these terms and conditions, VSS Logistics also reserves the



right to cancel all or any part of this order prior to acceptance and/or prior to delivery of all or any part of any portion of this order by notice to Supplier. In the event of such cancellation, VSS Logistics shall not be liable to Supplier for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect VSS Logistics' right to terminate this purchase order for default of Supplier. Upon occurrence of any one or more of the following events, VSS Logistics shall have the unrestricted right to terminate the contract without cost or liability to VSS Logistics:

- a) Supplier's insolvency or inability to meet obligations as they become due;
- b) Filing of voluntary or involuntary petition of bankruptcy by or against Supplier;
- c) Institution of legal proceedings against Supplier by creditors or stockholders;
- d) Appointment of a receiver for Supplier by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the VSS Logistics to cancel its additional obligations.

**8. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)**

VSS Logistics is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. For more details, please view [vsslogistics.com/eec](http://vsslogistics.com/eec) to review VSS Logistics' EEO and AA policy.