



GP&G Supplier Terms & Conditions

1. **Approval:** Our organization reserves the right of final approval of product, procedures, processes, and equipment.
2. **Special Processes:** All special processes required by this PO must be performed by qualified personnel.
3. **Supplier QMS:** Our organization has the right to review and approve the Suppliers Quality Management System.
4. **Identification of Specs/Drawings.** It is your responsibility to maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data that may be provided to you by GP&G or its customers. Key, critical, and special characteristics are to be identified and controlled.
5. **Test/Inspection:** Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, (including production process verification), use of statistical techniques for product acceptance, and any applicable critical items including key characteristics. Our organization reserves the right to designate requirements for inspection/verification, investigation, or auditing.
6. **Nonconforming Product.** Following are the requirements regarding the need for the supplier to:
 - a) notify the organization of nonconforming product.
 - b) obtain organization approval for nonconforming product disposition.
 - c) notify the organization of changes in product and/or process, changes of suppliers, change of manufacturing facility location and, where required, obtain organization approval.
 - d) flow down to the supply chain the applicable requirements including customer requirements.
7. **Right of Access:** GP&G has the right of access by the organization, their customers, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
8. **Awareness:** Supplier employees need to be aware of their contribution to product conformity, their contribution to product safety and the importance of ethical behavior.
9. **Approved Suppliers:** Supplier used shall be GP&G Corp. and/or a Customer approved source. The Supplier will accept 3rd party testing upon the direction of GP&G Corp.
10. **Certificate of Compliance/Analysis:** Material Certifications must accompany all products shipped for all Purchase Orders fulfilled stating that all materials supplied meets specification and purchase order requirements.–Supplier shall ensure that the data sheets match product



purchased, and The Supplier shall comply with any special requirements requested by GP&G, Corp. regarding the control of drawings and specification.

11. **Shipping and Handling:** All materials must be packaged suitably for ground or air transportation and must provide protection from in-transit damage. As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration, and physical damage during shipment. Electrostatic sensitive products shall be packed in an Electrostatic Discharge (ESD) protective bag. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified. Suppliers are also responsible for handling damage that occurred at their location. Failure to comply with this will result in a rejection of the product or parts. GP&G, Corp. reserves the right to make a disposition on any damaged product to determine whether parts will be returned for credit or deemed usable. If GP&G, Corp. determines the product or parts are damaged and dispositioned as not usable, we reserve the right to reject the shipment and return it to the sender at the sender's cost for reprocessing or sorting of damaged product or parts.
12. **Documentation:** All shipping documents (bills of lading, etc.) must reference GP&G or Customer Purchase Order Number. All material shipments must comply with our Packaging Requirements. Every shipment must be protected to ensure the quality, preservation, and safety of the shipment. All freight instructions must be executed. All goods shall be suitably packed and properly marked (including notice of hazardous substances) or otherwise prepared for shipment to secure the lowest transportation rates and to meet the carrier's requirements. Shipments shall be shipped via carrier listed on the Purchase order. Packing list delivered with the ordered product shall have: Seller name and address, ship to address, purchase order number, part number ordered, no pricing or cost information, purchase order line number, item description, quantity being shipped, serial number if applicable, shelf life, date of manufacture and expiration date, manufacture batch or lot number, country of origin, and hazardous un number if applicable. The seller shall ensure that all items are correctly classified on the bill of lading to obtain minimum freight rates. All goods must be shipped using ESD compliant packaging standards. Failure to follow these instructions will result in GP&G Corp. non-liability for freight charges and freight charges will be billed to the vendor or supplier. The above instructions apply only to products/ materials being delivered to GP&G Corp., unless drop shipment authorization is given.
13. **Counterfeit Parts:** If applicable, you are required to have a Counterfeit part program to eliminate the use of any 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. If Counterfeit parts are detected in product procured, you must notify GP&G within 24 hours.
14. **Foreign Object Debris:** You must ensure processes and products are free of FOD. A substance, debris or article alien to any raw materials purchased.
15. **Record Retention:** All records must be retained for 7 years.