

QAF 134

Terms and Conditions

Pacific Coast Composites – Sales Terms and Conditions

- 1) **ORDERING.** Purchase orders must be in writing either hard copy or transmitted by e-mail or fax. Confirmation of pricing and orders are acceptance of such order. This is subject to the limitations of liability. Orders can be rejected at any time for any reason. Order quantities must meet MOQ (Minimum Order Quantity) requirements, unless otherwise agreed in writing, or MOV (Minimum Order Value) of \$250.00 will be imposed. Any minimums imposed upon Pacific Coast by their suppliers may be imposed upon the buyer. Pacific Coast Composites reserves the right to deliver the quantities stated in Order Confirmation subject to a tolerance of plus or minus ten percent (10%). In the event of any such quantity variance, payment will be based on the actual quantity delivered at the unit price specified in the Order Confirmation.
- 2) **PRICING AND AVAILABILITY.** Prices and availability are given as quotes. A quotation is valid for 30 days, after which a new quote is required. Pricing and availability are subject to change. Notice will be given if pricing changes. Any changes in quantity or release date may result in price changes. Pricing does not include federal, state, and local taxes and duties, if any. Additional charges may be added for air shipments and special packaging requirements. All items are subject to availability at the time of quote. Availability is confirmed at the time of order placement.
- 3) **CHANGES.** Purchaser may, by written order, make changes within the general guidelines of the purchase order, the following must comply therewith: (1) method of packing or shipment; (2) place and/or time of delivery. Once the purchase order has been confirmed to ship, any changes to the purchase order by the purchaser may result in a \$100.00 re-processing fee.
- 4) **ORDER CANCELLATIONS.** A 25% restocking fee will be charged for all orders that have been processed to ship. Special orders will not be subject to cancellation unless prior authorization is given from Pacific Coast Composites.
- 5) **TERMS OF PAYMENT.** Payment Terms are Net 30 days from date of Pacific Coast Composites invoice unless otherwise stated in writing from Pacific Coast Composites. Product is shipped F.O.B. point of shipment. Notwithstanding any other provision of the quote or these terms, Pacific Coast Composites reserves the right to change the product price at its discretion at any time. Pacific Coast Composites reserves the right to reject, hold, delay, or cancel any orders in the event the customer fails to meet payment schedules or other credit or financial requirements established by Pacific Coast Composites. Credit card and Proforma invoice payments must be received within 7 days of order confirmation otherwise material may be released from hold and your order cancelled.
- 6) **DELAY.** Pacific Coast Composites is not liable for delay or failing to deliver due to war, riots, workers accidents, strikes, shortages, fires, floods, legal interference, forfeits suppliers, or other forms of Force Majeure beyond Pacific Coast Composites reasonable control.
- 7) **DAMAGE IN TRANSIT.** All products are shipped F.O.B. point of shipment. Any claim for damaged product during shipment will be filed by the account owner in which the product was shipped on, and/or in accordance with the courier's terms and conditions.
- 8) **LIMITED WARRANTY.** If damage occurs to Buyer's material as a result of Pacific Coast Composites negligence in processing, Pacific Coast Composites sole liability is only that of the amount of charges made for damaged material by PCC. Claims by buyer must be made within 10 days from date shipment. Any material warranties offered are only based on the material manufacturer's warranty period.

- 9) **LIMITATION OF LIABILITY.** Limitation of liability is in effect despite the legal or unbiased theory under which such losses or damages include breach of contract, warranty, negligence, strict liability.
- 10) **RETURNS.** Written authorization from Pacific Coast Composites is required prior to processing any returned items. Returned material shipped without prior authorization will be refused.
- 11) **REVERSAL OF SHIPMENT CHARGES.** An administrative fee of \$50 will be issued to the purchaser if the shipping charges are reversed to Pacific Coast Composites without prior authorization. The purchaser will be responsible for all shipping charges associated with the order in accordance with Pacific Coast Composites terms and conditions, as agreed upon.
- 12) **RESOLUTION OF QUESTIONS AND CLAIMS.** All parties agree to resolve any claims, questions, or disputes from quotation or products sold.
- 13) **LAW.** Seller shall agree with all applicable federal, state, and local laws and ordinances.

Pacific Coast Composites – Purchasing Terms and Conditions

1. All materials must be customer approved when required and shall comply with applicable relevant technical data including specification(s), revision level, drawings, process requirements, and work instructions in effect on the date shipment is made to PCC. *8.4.3 (a, b, & g)*
2. Supplier certificate of conformance, material certification and test reports are required. *8.4.3 (i & g)*
3. Supplier shall maintain a Quality System meeting the requirements of AS9100 or ISO 9000 or have in place a system that has been independently approved by Pacific Coast Composites. *8.4.3 (i)*
4. Supplier agrees to provide detailed written notification to PCC when a nonconformance of the product is determined to exist or is suspected to exist. *8.4.3 (i)*
5. Supplier agrees to notify PCC of any changes to products, processes, or location of manufacture. *8.4.3 (i)*
6. Supplier also agrees to ensure employees are aware of the contribution to product or service conformity, product safety, and the importance of ethical behavior. *8.4.3 (k)*
7. All quantities and scheduled dates are subject to change.
8. This purchase order establishes the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. *8.4.3 (j)*
9. Pacific Coast Composites requires at least 80% shelf-life remaining on all shelf-life limited material unless prior authorization is obtained from PCC.
10. Supplier shall maintain records for a period of 10 years minimum. *8.4.3 (i)*
11. Supplier shall flow down customer requirements to sub-tier suppliers. *8.4.3 (i)*
12. Failure to meet the above requirements could greatly impact your supplier performance rating and may require verification by PCC or its customers. *8.4.3 (e & f)*
13. Supplier shall prevent the use of suspected unapproved, unapproved, and counterfeit parts. *8.4.3 (i)*
14. Supplier may be required, at the discretion of PCC or its customers, to provide proof of competencies/qualifications of personnel and interactions with the organization. *8.4.3 (c & d)*
15. PCC may use statistical techniques for product acceptance and related instructions for acceptance of all products received. *8.4.3 (h)*
16. PCC may require the use of customer-designated or approved external providers, including process sources and special processing requirements. *8.4.3 (i)*