

STP Purchase Orders to Vendors/Suppliers terms and conditions

All of the following clauses apply to the STP Performance Coating, LLC (STP) purchase order. THESE REQUIREMENTS ARE CRITICAL. Failure to comply with any specified clause is cause for rejection of merchandise and for withholding of payment for goods and services.

1. Materials and/or processes to STP's aerospace customers and/or government specifications are noted on the drawing for the material and/or processes on this order. Certification of Conformance to these specifications is required with each shipment of material. The certification shall bear the signature & title of an authorized representative of the Seller. ADDITIONALLY: Material certifications for chemical and physical test reports are to be kept on file at your facility or at the Manufacturer's facility and furnished to STP upon request.
2. STP Performance Coating, LLC., and its Customers, and any regulatory agencies reserve the right of inspection to determine and to verify the quality of workmanship and materials at all stages of production at Supplier's facilities.
3. TRACEABILITY: The Seller shall provide & maintain a system of traceability on all material, components, and parts, using a form of Lot Control or Serialization.
4. HANDLING, PRESERVATION, CLEANLINESS & PACKAGING: Precision machined & manufactured parts on this PO shall be handled during processing & transportation within the Supplier's facility to ensure protection to prevent nicks, dings, scratches & other handling damage.
5. Changes in manufacturing process or outsourcing to an alternate supplier may not be implemented without prior written approval by STP. In addition, the use of nonconventional machining methods (i.e. electro chemical, beam, or discharge, abrasive jet, etc.) must also have prior written approval.
6. The Supplier shall maintain a calibration system, and it should be in compliance to MIL-STD-45662 and/or ISO 10012.
7. The Supplier shall maintain an Inspection System, and it should be in compliance to MIL-I-45208 and/or ISO 9000.
8. Inspection Sample size to be determined per MIL-STD-105 and/or ANSI/ASQC Z1.4.
9. Retention of quality records pertaining to this PO for Ten (10) years minimum.
10. When the supplier wishes to apply for concession/waiver for nonconforming material/parts, contact STP buyer to receive request for waiver.
11. The supplier shall respond to all requests for corrective action on or before the requested response due date. Supplier shall maintain a documented system for determining root causes of documented defects and obtaining corrective action and preventive action both internally and from its suppliers.

12. The supplier shall notify STP promptly (within 24 hours) of discovery of any non-conformity affecting product already delivered.

13. Suppliers will not disclose, publish, or reveal any designs, specifications, or other informational materials to any other party without written consent from STP.

14. FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION – Suppliers shall maintain a FOD prevention program, and it should be in accordance with National Aerospace Standard NAS 412 to insure that no parts and/or materials contain any foreign contamination, embedded debris or other substance damage upon delivery to STP.

15. MSDS/SDS shall be made available for raw materials. Ship copies of updates as applicable.

16. SHELF LIFE – Supplier shall provide original manufacturing/cure date, and lot number(s), and the shelf life expiration date (if indefinite or no shelf life requirement, so state). In addition, forward any special storage/handling instructions. Supplier is responsible to determine if acceptance test report submittal is required in accordance with applicable material specification.

17. SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

18. This Purchase Order/Agreement may be associated with items, data and/or services controlled by U.S. export control laws or regulations. Only U.S. citizens and permanent resident aliens (green card holders) may have access to said items, data and/or services without the authority of a U.S. Government export license, agreement or applicable exemption or exception.

19. SELLER agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 CFR 730-774; including the requirement for obtaining an export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer an export controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of a U.S. Government export license, agreement or applicable exemption or exception.