

QC1	Acceptance of Purchase Order	This order is Semi-Kinetics offer to purchase the goods and/or services specified according to the terms and conditions specified herein. The Purchase Order together with any attachments specifically incorporated or referenced along with these General Terms and Conditions contain the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. In the event that Purchase Order does not state a price or delivery date, Semi-Kinetics will not be bound to any price or delivery date to which it has not specifically agreed in writing.
QC2	Changes	This Agreement may be amended, modified, or supplemented only by a written agreement signed by Semi-Kinetics and the Seller. Semi-Kinetics Buyer may at any time, by written notice, make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment in the price and/or delivery schedules will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon and should be accompanied by an estimate of charges for redundant material and/or work in process. Seller shall not change any processes or relocate any Semi-Kinetics approved production, manufacturing, and/or processing facilities during performance of the work specified in the Purchase Order.
QC3	Certification of Compliance	Articles defined in the Purchase Order shall comply with applicable specifications, drawings, process requirements, inspection instructions other relevant technical data and will not be accepted by Semi-Kinetics if the vendor/contractor fails to submit certification, documentation, test data, and reports regarding product conformance to the requirements specified herein. Certification documentation shall be signed by the qualified Quality Representative and include their name and title legibility printed on the certificate of compliance. Material/Processes that have been tested to a specification must reference that specification and any applicable Class, Grade, or method within the specification. The certificate shall also affirm that the supporting documentation is on file with reference to Semi-Kinetics PO# regardless of origin of paperwork and will be made available to Semi-Kinetics or regulatory agencies upon request.
QC4	Reference Documents	When industry, military and/or regulatory standards are specified on the Semi-Kinetics purchase order, the manufacturing and/or processing of Semi-Kinetics product shall be in accordance with the current issue of the cited standards in effect as of the date of the purchase order. Note that if a specific revision is indicated on the purchaser order, the requirements of the specification at that revision level shall be imposed; and may reflect an older revision of the specification. However, nothing supersedes applicable laws and regulations unless a specific exemption has been obtained.
QC5	SPC Program Requirement	Seller shall establish and maintain a Statistical Process Control (SPC) program to control the quality level of products scheduled for delivery to Semi-Kinetics under this Purchase Order.
QC6	Inspection and Acceptance	All goods and/or services ordered are subject to final inspection and acceptance at Semi-Kinetics and at ultimate destination, notwithstanding any prior payment or inspection and acceptance. Semi-Kinetics may reject and hold at Seller's expense, subject to Seller's disposal or return to Seller at Seller's expense, all material or articles not conforming to applicable drawings, specifications, samples, test requirements or as defined in the Purchase Order. Seller agrees to replace at its expense or, at Semi-Kinetics Buyer's option, to refund the price of any articles which fail to meet the requirements of applicable drawings, specifications, samples, or descriptions as ordered. The Seller is cautioned to examine carefully all referenced documentation that in total describes the product or service, the quality, the records and the controls that are required for adequate conformance. The requirements of listed and supplementary documents are mandatory to the extent they are applicable to the product or service furnished unless specific exemption in writing is obtained from Semi-Kinetics.
QC7	Non-Conformance Reporting	Under this clause, Semi-Kinetics grants no MRB authority to the Seller or its sub-tier suppliers for product detailed within the Purchase Order. Nonconformance's shall be reported to Semi-Kinetics within 3 working days after the nonconformance is discovered. Repair or rework of nonconforming material is not allowed under this clause unless specific written authorization is received from Semi-Kinetics Buyer, Quality Manager or General Manager.
QC8	Quality Management System	The Seller shall have a Quality Management System conforming with International Organization for Standardization document ISO9001 – Quality Management System Requirements, and when specified within the Purchase Order, the supplier shall have a conforming Quality Management System when: <ul style="list-style-type: none"> - AS9100 Compliance is Specified "The organization shall have a quality program that complies with International Organization for Standardization document SAE, AS9100 - Model for Quality Assurance in Design, Development, Production, Installation, and Servicing." - ISO13485 Compliance is Specified "The organization shall have a quality program that complies with International Organization for Standardization document ISO13485 – Quality Management Systems – Requirements for Regulatory Purposes." For AS9100 and ISO13485, third party certification/registration is not required. If the Organization is registered and subsequently changes registrars, loses its registration status, or is put on notice of losing its registration status, it shall notify Semi-Kinetics within three days of receiving such notice from its registrar.
QC9	Traceability	All items supplied under this Purchase Order shall be traceable to the raw materials used. If not supplied with the material, the information shall be made available to Semi-Kinetics upon request.
QC10	Test Specimens	As required, the Seller shall supply test specimens as detail within the Purchase Order (production method, quantity, storage conditions) for applicable design approval, inspection/verification, investigation or auditing.
QC11	Flow Down Requirement	Seller shall flow down key characteristics, special quality, material, process or other controls imposed on this Purchase Order to any and all subcontractors.
QC12	Record Retention	Accepted Purchase Orders and all supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. Expiration of records shall be disposed of by the seller as such to render them unusable or unidentifiable unless otherwise specified by Semi-Kinetics.
QC13	Right of Access	During Purchase Order performance, Semi-Kinetics or its representative, Semi-Kinetics customer, or Regulatory authorities reserve the right to visit the Seller's facilities to monitor the items being manufactured for Semi-Kinetics. The representative may audit the product, production/manufacturing processes, sub-contractors, the Quality Management/Inspection System, and all applicable records to determine compliance with quality and/or Purchase Order requirements. Whenever possible, advance notification of such visits will be made to avoid schedule disruption.
QC14	Approved Vendors	Semi-Kinetics maintains an Approved Vendors List (AVL). These Sellers are qualified by survey or audit results and are subject to continuing performance measurements based on both conformance to requirements and delivery performance. Late shipments or the shipment of discrepant material will affect a Seller's approval rating, and can cause disqualification.
QC15	Invoice and Payment	Unless otherwise provided in this order, no invoices shall be issued nor payments made prior to delivery unless specified within the Purchase Order. Invoices must be issued per shipment. Unless freight and other charges are itemized, any discount will be taken on full invoice amount. Payments are subject to adjustment for shortage/rejection. Payment terms are net thirty (30) days unless agree upon by Buyer and documented on the Purchas Order. Payment terms begin after receipt of product and upon receipt of invoice by Semi-Kinetics. All invoices shall include Semi-Kinetics Purchase Order Number, item number and description, and unit price.