



141 Enterprise Court Corona, CA 92882  
T: 951-371-7353 F: 714-598-3369

**STANDARD TERMS AND CONDITIONS OF PURCHASE**  
**Infiniti Manufacture LLC**

**Acknowledgement Necessary:** This order shall not be effective nor shall Infiniti Manufacture LLC be obliged to pay any money called for hereunder unless and until Supplier shall have supplied Infiniti Manufacture LLC with a written acknowledgement and acceptance hereof. No conditions laid down by Supplier in accepting or acknowledging this order shall be effective if in conflict with the conditions herein stated unless such conditions are expressly accepted in writing by Infiniti Manufacture LLC.

**Additional Definitions:** "Purchaser" shall mean the person or entity which has contracted with Infiniti Manufacture LLC for the purchase of products or services. "Contract Documents" shall mean the contract and accompanying documents wherein Infiniti Manufacture LLC has agreed to provide products or services to its Purchaser. "Work" shall mean the products or services to be rendered by Subcontractor or Supplier to Infiniti Manufacture LLC.

**Boxing Charges:** No charges shall be made for boxing, wrapping, cartage unless expressly agreed to in writing by Infiniti Manufacture LLC.

**Inspection:** All materials will be subject to preliminary inspection by Infiniti Manufacture LLC at the place of manufacture; final inspection and approval will be at the plant of Infiniti Manufacture LLC. Infiniti Manufacture LLC may hold any rejected articles for the Supplier's instructions and at Supplier's risk or it may return them to the Supplier at Supplier's expense.

**Right of Access:** Infiniti Manufacture LLC, its customers, and/or agencies, reserves the right of entry to any facility or department necessary to determine and verify the quality of product contracted to include records and materials.

**Confidential:** The Supplier shall not disclose any details connected with this order to any third party except as herein specified without first obtaining the written consent of Infiniti Manufacture LLC. Supplier agrees to be responsible in matters within its control for safeguarding of all secret, confidential, or restricted matters.

**Protection:** By accepting this order, Supplier agrees to indemnify and hold harmless and protect Infiniti Manufacture LLC, its officers, directors, employees, owners, successors, assigns, customers, and the users of its products and materials from and against all loss, damage, liability claims, demands, attorney's fees, and suits at law or equity for actual or alleged infringements of any License Patent, Trade Marks, or corresponding rights by the manufacture, use, or sale of material as covered by this order, including actual or alleged infringements by the manufacture, use or sales of machines, manufactures, compositions of matter and/or processes used by the Supplier in the manufacture of materials covered by this order. If any of the materials ordered are protected by one or more patents owned by or licensed to Supplier and a decree of judgment be entered in a court of competent jurisdiction holding any such patent or any of its claims invalid or so limited in scope as to impair its protection commercially, the contract may forthwith be cancelled by Infiniti Manufacture LLC.

**Tools and Materials:** The Supplier is to furnish all standard tools, taps, dies, cutters, gauges, and fixtures; and in the event Infiniti Manufacture LLC furnished any special tools, etc., it is expressly understood that in so doing Infiniti Manufacture LLC makes no guarantee whatsoever as to the accuracy of the tools, etc., furnished. Title to materials, designs, tools, patterns, drawings, dies, fixtures, etc., supplied by Infiniti Manufacture LLC to Supplier (or built or constructed by Supplier for Infiniti Manufacture LLC) shall be and remain the property of Infiniti Manufacture LLC and shall be promptly returned to Infiniti Manufacture LLC upon demand. No designs, tools, patents, drawings, or other information supplied by Infiniti Manufacture LLC to the Supplier for use in the manufacture of the materials contracted for shall be used in production, manufacture or design or any other materials for any other purchaser nor for the manufacture or production of larger quantities than those specified except with express consent in writing of Infiniti Manufacture LLC; at the termination of this contract they shall be disposed of as Infiniti Manufacture LLC shall direct.

**Insurance and Risk of Loss:** All tools, designs, patterns, drawings, and other property, if any, belonging to Infiniti Manufacture LLC shall while in Supplier's possession be at Supplier's sole risk of loss or damage from all hazards; likewise, all materials until delivered and accepted at Infiniti Manufacture LLC plant shall be at Supplier's sole risk from loss or damage from all hazards. In the event that Supplier is required to come upon Infiniti Manufacture LLC premises during delivery or installation of the materials herein specified, or for the performance of services required to be furnished by the Supplier, Supplier agrees that it will, before coming upon Infiniti Manufacture LLC premises, obtain insurance coverage indemnifying and holding harmless Infiniti Manufacture LLC, its officers, directors, employees, and owners from any property damage or personal injury of whatever kind or nature during such delivery, installation or performance of service. Such insurance shall be in standard form for property damage and public liability and in reasonable limits. Supplier agrees to furnish Infiniti Manufacture LLC with certificate or other satisfactory evidence of such insurance coverage prior to the commencement of said work. Supplier further agrees to carry proper workman's compensation insurance for its own employees.



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**No Assignment or Subcontracting:** Supplier may neither assign this order or any money to become due under such order nor subcontract all or any part of it without first obtaining the written consent of Infiniti Manufacture LLC.

**Shipping Instructions:** Each container must be marked to identify contents without opening. Notice of shipping must be forwarded the same day shipments are made. Infiniti Manufacturing LLC purchase order number and a description of materials must appear on all invoices, packing slips, and correspondence relative to any order.

**Delivery and On Time Requirements:** All suppliers are required to meet the shipping date as stated on each purchase order. Infiniti Manufacture LLC stipulates the required shipping date on every purchase order as the base figure for the calculation of the vendor Delivery Timeliness Rating (DTR). Failure to meet the stated delivery dates will negatively affect the vendor's DTR. Infiniti Manufacture LLC has a delivery window of ten (10) days early zero (0) days late for all shipments to Infiniti Manufacture LLC. In the event of repeated past due deliveries, Infiniti Manufacture LLC reserves the right to charge to the Supplier credit discounts as late charges for compensation of possible loss of future business or other special handling requirements. Charges for late deliveries are calculated as follows but are not limited to:

- Up to 1 week late: 15% credited discount
- 1 to 2 weeks late: 25% credited discount
- 2 to 3 weeks late: 35% credited discount
- Over 3 weeks late: 45% credited discount

Supplier also agrees to accept responsibility for and to make restitution to and for those customers of Infiniti Manufacture LLC who charge late fees or penalties resulting from a delay caused by late shipments.

**Cancellation and Termination:** Infiniti Manufacture LLC reserves the right to cancel the order in its entirety or in part without liability on account of defects in materials, equipment, workmanship, quantity or quality of articles, materials or labor, delivered or if the same are not specified herein, or are not in accordance with drawings and prints, approved samples or specifications or instructions issued in connection herewith, or if Supplier fails to comply with any other term or condition of this order or if there is delay in performance or delivery under the terms hereof, and even if such performance on Supplier's part is prevented by cause beyond his control, such as fire, strike, court order, acts of demand of any person or agency existing governmental or military authority or act of the public enemy.

**Flow Down:** All Work performed for Infiniti Manufacture LLC by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Infiniti Manufacture LLC and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of the Purchaser. The Subcontractor or Supplier shall assume and agree to perform all obligations of Infiniti Manufacture LLC under the Contract Documents, and any amendments thereof, insofar as they pertain to the Work, and Subcontractor or Supplier shall assume toward Infiniti Manufacture LLC all of the obligations and responsibilities which Infiniti Manufacture LLC assumes toward Purchaser under the Contract Documents. Infiniti Manufacture LLC shall have the same rights and privileges as against Subcontractor or Supplier as the Purchaser in the Contract Documents has against Infiniti Manufacture LLC.

Any Subcontractor or Supplier hereby assumes and agrees to perform all obligations of Infiniti Manufacture LLC under the Contract Documents, and any amendments thereof, insofar as they pertain to the Work, and Subcontractor or Supplier shall assume toward Infiniti Manufacture LLC all of the obligations and responsibilities which Infiniti Manufacture LLC assumes toward Owner under the Contract Documents. Infiniti Manufacture LLC shall have the same rights and privileges as against Subcontractor or Supplier as the Purchaser in the Contract Documents has against Infiniti Manufacture LLC.

**Taxes:** The amount of any present or future sales tax or any similar tax applicable to the material sold hereunder shall be added to the purchase prices specified herein and shall be paid by Infiniti Manufacture LLC in the same manner and with the same effect as if originally added thereto; provided, however, that such sales tax or similar tax shall be billed separately.

**Extras:** Infiniti Manufacture LLC shall not be charged for any excess charges except only where the same have been ordered and the price agreed to in writing.

**General Warranties:** Supplier warrants that all articles, material, and labor will conform to applicable specifications, drawing, samples, or other descriptions given, and that the same shall be free from defects in labor, materials, or fabrication, and that they are free and clear from all liens and encumbrances. All warranties shall be construed as conditions as well as warranties and the representations and conditions herein contained shall not be deemed to be exclusive.



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**Governing Law:** All rights and obligations of the parties hereto shall be governed and determined by the laws of the State of California.

**Controlling Document:** If Supplier issues documents on this order containing any terms contradictory to those within Infiniti Manufacture LLC terms and conditions, Infiniti Manufacture LLC terms and conditions are controlling, and supplier's contradictory terms shall have no force or effect.

**Attorney Fees:** If Infiniti Manufacture LLC is required to utilize the services of an attorney to enforce any terms or conditions of this agreement, Supplier will be required to reimburse Infiniti Manufacture LLC for its attorney fees and costs reasonably incurred in enforcing said terms and conditions.

**Severability:** If any provision of these terms and conditions are deemed unenforceable, such provision shall be severed and in no way should affect the remaining provisions, which will remain in full force.

#### Purchase Order Quality Assurance Clauses

**A)** The supplier shall maintain a Quality System that complies with the requirements of AS9100 and ISO 9001 series. The supplier shall also maintain a calibration system for measuring equipment that complies with the requirements of ISO 10012-1 ANSI/NCSL Z 540 and be traceable to NIST. The supplier shall provide, at request, evidence of the quality system by way of a Quality Manual or a certificate of registry.

**B)** The supplier shall maintain a Quality System that at a minimum has documentation that shows evidence of inspection status, segregation of discrepant material, calibration, and document control for traceability purposes.

**C)** During the performance of this order, the supplier and/or the supplier's sub-tier vendors are subject to on-site review, verification, and/or analysis by Infiniti Manufacture LLC.

**D)** Unless otherwise indicated, the latest revision of all applicable specifications, i.e., MIL, AMS, ASTM, Federal, and/or Infiniti or its customers' drawings, shall apply to all purchase orders.

**E)** When required a First Article Inspection Report shall be tagged and submitted with the shipment.

**F)** Test reports covering materials and/or processes supplied by the Manufacturer (Supplier) shall accompany each shipment. Conformance with the specifications indicated on the purchase order or furnished drawing shall be noted. Full traceability is required to specific test reports and documents. The test report shall bear the signature of the supplier's company representative. The signature may be original, rubber stamped, or computer generated. Applicable test reports for type supplier are:

- Test reports from Raw Material suppliers (metallic) shall have Chemical and Physical data compliant to the referenced specification and shall have traceability to Heat Numbers.
- Test reports from Raw Material suppliers (non-metallic) shall be in the form of a Certificate of Conformance. See H below.
- Test reports from Plating suppliers shall have a minimum of 5 (five) sample readings for plating thickness.
- Test reports from Heat Treat suppliers shall have hardness readings to the applicable scale required.

**G)** All orders pertaining to Age Control or Shelf Life Material shall have the cure date and/or expected shelf life printed on the Certificate of Conformance. All material shipped to Infiniti Manufacture LLC shall have a minimum of 2/3 expected shelf life left upon receipt.

**H)** A Certification of Conformance (C of C) shall accompany each shipment. The C of C shall bear the signature of the supplier's company representative. The signature may be original, rubber stamped, or computer generated. The minimum requirements of the C of C are as follows:

- The Infiniti Manufacture LLC Purchase Order Number.
- The Infiniti Manufacture LLC or Customer part number.
- The date.
- The quantity.
- Any applicable specification, lot number, processes or special requirements, etc. referenced on the Infiniti Manufacture LLC purchase order.



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**I)** Preservation of product, the supplier shall, preserve the conformity of product during internal processing through delivery to the intended destination. This preservation shall include identification, handling, packaging, storage, and protection. Preservation shall also apply to the constituent parts of a product. The supplier shall ensure that documents required by the contract/order to accompany the product are present at delivery and are protected against loss and deterioration. Preservation of product shall also include, where applicable in accordance with product specifications and/or applicable regulations, provisions for:

- a. Cleaning;
- b. Prevention, detection, and removal of foreign objects;
- c. Special handling for sensitive products;
- d. Marking and labeling including safety warnings;
- e. Shelf life control and stock rotation;
- f. Special handling for hazardous materials.

**J)** Delegation of Material Review Board (MRB) authority by Infiniti Manufacture LLC to its vendors is NOT permitted except by express written approval of Infiniti Manufacture LLC.

**K)** Any Infiniti Manufacture LLC purchased material or service that is found to be out of tolerance, specification, or nonconforming will be separated from conforming product and the Supplier will contact Infiniti Manufacture LLC for disposition. If it is decided that this nonconforming product is to be disposed of at the Suppliers location, the Supplier will make its best effort to make the product unusable. The Supplier will document the quantity that was destroyed if necessary. If it is decided that this nonconforming product is to be sent back to Infiniti Manufacture LLC, the Supplier will continue to keep this separated from conforming product and conspicuously mark this product as nonconforming.

**L)** The Supplier will maintain its records that apply to Infiniti Manufacture LLC product or material, in no case will the supplier destroy any records without giving Infiniti Manufacture LLC 30 days written notice. The Supplier will make its best efforts to control and maintain the safe keeping of these records.

**M)** The Supplier shall notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organizations approval prior to action being taken.

**N)** The Supplier shall ensure that applicable personnel within their company is made aware of their...

- Contribution to product and/or service conformity
- Contribution to product safety
- The importance of ethical behavior

**O)** The supplier shall be aware of and have a process in place for the detection and prevention of counterfeit parts and/or materials.

#### **STANDARD TERMS AND CONDITIONS OF PACKAGING**

##### **Packaging Requirements:**

**A)** Supplier must package all shipments in such a manner to prevent damage to the material while in transit to Infiniti Manufacture LLC.

**B)** All pallets must be wrapped in either plastic or shrink-wrap top and sides to protect the material from weather or other types of potential damage, all items on pallets must be strapped to the pallet to prevent being lost during shipping.

**C)** All palletized material must have a top cover (i.e. - plywood, heavy fiber material) to prevent damage during shipment.

**D)** Non-abrasive spacers must be placed between all coils.

**E)** All coils must be individually bound. When using steel banding, it must be used on no less than 3 places around the coil. Thinner materials can be bound with tape. All binding must have protectors under the banding to eliminate abrasion or adhesive damage.



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- F)** All coils must be secured to the shipping pallet on all four sides.
- G)** All coils must be on the correct pallet size so that material does not extend over the edge of the pallet.
- H)** If material is shipped in boxes, the box must be of sufficient strength and load capacity to prevent damage to the material during transit. The use of fill material in the box to prevent internal damage of the box contents is required.
- I)** Rod and bar stock must be shipped in crates or tubes with sufficient capacities to eliminate material damage during shipment. If tubes are used, they must be secured to a transmit platform to eliminate rolling during transit.
- J)** All pallets must be clearly labeled "Do Not Stack."
- K)** Supplier's acceptance of Infiniti Manufacture LLC purchase order is an agreement to comply with previous packaging specifications. Infiniti Manufacture LLC reserves the right to charge supplier for any damage resulting from packaging contrary to these specifications or packaging that results in damage to the material while in transit to Infiniti Manufacture LLC. (Not all clauses and terms apply to MRO items)