



Terms and Conditions

General Notice:

As a supplier to Prosper-Tech Machine & Tool, LLC, hereinafter referred to as Buyer, it is understood your organization, hereinafter referred to as Seller, agrees to meet the following terms and conditions:

1. TERMS / PRICING / PAYMENTS

Buyer's offer to purchase shall be not be considered binding until accepted by Seller. Prices stated on purchase order issued by buyer are firm and not subject to change. Buyer agrees to pay seller net 30 delivery unless otherwise negotiated after seller submits an invoice to office@prosper-tech.net.

2. QUALITY MANAGEMENT SYSTEM

Seller agrees to maintain a quality management system and supply proof of current certifications as requested by buyer.

3. REQUIREMENTS

Buyer agrees to communicate to Seller:

- a. Requirements for processes, products and services to be provided including identification of relevant technical data (i.e. specifications, drawings, process requirements and work instructions);
- b. Approval of products and services; methods, processes and equipment; and release of products and services.
- c. Competence, including any required qualification of persons
- d. Supplier's interactions with Buyer
- e. Control and monitoring of Supplier's performance to be applied by Buyer
- f. Verification and validation activities Buyer or its customer intends to perform at Supplier's premises
- g. Design and development control
- h. Special requirements, critical items or key characteristics
- i. Test, inspection and verification (including production process verification)
- j. Use of statistical techniques for products acceptance and related instructions for acceptance by Buyer

4. ETHICAL BUSINESS PRACTICES

Buyer requires Seller to maintain a high standard of ethical conduct when fulfilling purchase orders and encourages them to flow down these standards to their own interested parties.

5. EXTERNAL PROVIDERS & FLOW DOWN

Seller agrees to use Buyer-designated or approved external providers, including process sources (i.e. special processes). Seller also agrees to flow down Buyer's and/or Buyer's customer's listed requirements (including key characteristics where required) to external providers as stated on Buyer's purchase order.

6. PRODUCT OR SERVICE CONFORMITY

Seller shall notify Buyer immediately when discovering non-conforming processes, products or services to determine Buyer's disposition. Furthermore, Seller is required to notify Buyer of any changes to processes, products or services including changes to an external providers location of manufacture to obtain approval of such change from an authorized manager or designee of Buyer.

7. PRODUCT SAFETY

Seller shall ensure products ordered by Buyer can perform to their designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.

8. COUNTERFEIT PARTS

Seller agrees to NOT SUPPLY counterfeit parts to Buyer. If Buyer finds Seller to be noncompliant, Buyer may reject such parts, including charge backs until Seller agrees to replace with genuine parts at seller's expense.

9. BUYER FURNISHED MATERIAL

Seller agrees to assume all liability for risk of loss for Buyer furnished material while in seller's possession.

10. MATERIAL CERTIFICATION

Seller agrees to provide proof of material certification when requested by Buyer.

11. PACKAGING AND SHIPPING

All products delivered in accordance with buyer's purchase order shall be packaged in accordance with standard commercial practices. Seller agrees to include with order, an itemized packing list marked with buyer's PO#.

12. INSPECTION AND REJECTION

At Buyer's request, Seller shall provide test specimens for design approval, inspection/ verification, investigation or auditing. If necessary, Buyer, buyer's customer, and applicable regulatory authorities reserve right of access to the applicable areas of seller's facilities and to applicable documented information, at any level of the supply chain. The right of access shall also grant right to inspect and reject nonconforming parts and, with notice, perform verification or validation activities at Seller's facilities. In the event of nonconforming parts Buyer, reserves the right to return them to Seller at Seller's expense.

13. DELIVERY

Seller agrees to deliver products according to delivery dates and quantities specified in Buyer's purchase order and documented information such as Test Reports, Material Certs., and / or Certificates of Conformity shall accompany all orders.

14. INDEMNIFICATION / INSURANCE

Seller defends, indemnifies and holds Buyer harmless, for any damages to property or persons, including death, resulting from defects in the goods purchased under this order. Seller shall maintain liability insurance in adequate amounts to fully indemnify Buyer and shall upon request provide to Buyer certificates of insurance evidencing such.

15. RECORDS

Seller agrees to retain inspection records and material certifications pertaining to this order which buyer has the right to request for five years from date of order.

16. CONFIDENTIALITY

Seller agrees NOT to disclose confidential information as noted on purchase orders without prior written consent.

17. IMPORT

Seller agrees to notify Buyer of any goods furnished by Seller which are manufactured outside the United States. Seller also agrees to be responsible for compliance with all import regulations and to be the “importer on record” of any such goods.

18. GOVERNING LAW

Purchase orders issued by Buyer are construed, interpreted and enforced in accordance with the laws of the State of Michigan. Seller agrees to subject itself to the courts of said jurisdiction, in Macomb County, and that such venue shall be exclusive regarding disputes arising out of this order.