



PURCHASE ORDER TERMS AND CONDITIONS

Modifications Log

Revision	Revision log	Revision date	Written by	Verified by	Approved by
01	Initial release	05-04-16	J.W.Fontaine	Danny Thibodeau	Steve Etesonne
02	For AS9100D requirement	23-11-17	J.W.Fontaine	Danny Thibodeau	Steve Etesonne

Scope

SF Tech is active in the supply of treatment, parts and assemblies for Aviation Space and Defence industries. This document identifies the terms and conditions for the purchase order.

Responsibilities

Any supplier failing to meet the requirements of this document could be removed from the list of approved suppliers.

Terms and conditions

ACCEPTANCE

Supplier's acceptance of this purchase order shall constitute an agreement to all terms and conditions set forth herein, which prevail and supersede any other terms & conditions, and shall be governed by the laws of the province or the state where the purchase order is originating from. A signed acknowledgement shall be sent to SF Tech buyer no later than ten (5) working days after receipt of purchase order.

AGREEMENT

Purchase order constitutes a binding agreement between the Supplier and SF Tech. These terms and conditions cannot be changed without prior consent of SF Tech. Additionally, the goods delivered to SF Tech's under this purchase order shall conform to specifications, attachments, models, drawings and any other requirements as described in the purchase order, and all goods shall be free from defects in material and workmanship. Title shall be transferred to SF Tech upon delivery of the goods to SF Tech premises, and shall be free and clear of all liens, security interest and any other claims whatsoever. All correspondence regarding this purchase order must reference SF Tech purchase order number.

CERTIFICATION/QUALITY

Any document required as specified in "Quality requirements for suppliers" must accompany the goods at the time of shipment to SF Tech.

AMENDMENT/CANCELLATIONS

SF Tech reserves the right to amend this purchase order in part or whole at any time, or cancel this purchase order in part or whole, without penalty if terminated beyond the agreed lead-time.



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COMPLIANCE WITH LAWS

Supplier agrees that all goods covered by this purchase order are manufactured in accordance with the requirements of all applicable government, federal, provincial, state, local laws, rules and regulations. Upon request, a certificate attesting to such compliance may be required.

DELIVERY AND PACKING

Delivery of all goods shall be made in accordance with the specified requirements on the purchase order. Failure to deliver goods on time or delivery of nonconforming goods may result in termination of the purchase order. Supplier may also be liable for any penalties, liquidated damages and additional costs incurred by SF Tech supplier shall package as per industry standard all goods for suitable and safe transportation to avoid damage.

SF TECH PROPERTY

Unless otherwise agreed in writing by SF Tech, all supplies, methods & programs, materials, tools and equipment furnished or paid for by SF Tech shall remain the "Property of SF Tech" and shall be so marked. If kept at Supplier's facility, it should be properly maintained and used exclusively for work performed for SF Tech. Supplier accepts responsibility for protecting SF Tech property on their premises, against loss or, damage, replacement costs and shall, upon request, return property in good condition, except for normal wear to SF Tech.

INSPECTION, REJECTION, AND EXCESS SHIPMENTS

All goods are subject to inspection by SF Tech at Supplier's facility and/ or at SF Tech's facility. Rejected goods shall be removed, repaired or replaced by and at the expense of the Supplier promptly after notification of rejection. Final inspection and acceptance or rejection of the goods shall be made within a reasonable time, after receipt. Excess shipments over agreed upon quantity shall be rejected unless authorized in writing on purchase order or by buyer prior to delivery.

SUBSTITUTIONS/PRICE INCREASES

Material substitutions and/or price increases for the goods will not be accepted without prior written consent from authorized SF Tech buyer.

TRANSPORTATION

Unless otherwise specified on purchase order, all shipments are to be made in accordance with Incoterms 2010 FCA supplier's premises.

TECHNICAL DATA

The Supplier is responsible for obtaining and maintaining the technical data necessary to fulfill purchase order requirements.

PRICING, TAXES, CUSTOMS AND DUTIES

All and any taxes (except sales tax), duties, fees and other charges levied by any relevant authority in connection with the Supplier's performance of the purchase order, costs and expenses associated with any custom formalities (including all appropriate licenses and authorizations) necessary for export shall be the responsibility of the Supplier and included in the purchase order Pricing.



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TERMS OF PAYMENT

Subject to its right to withhold payment, SF Tech will affect all payments in accordance with the terms specified in the purchase order, and upon receipt of the supplier's invoice or delivery of the goods, or works in accordance with the purchase order delivery schedule, whichever is the latest.

WITHHOLDING AND RIGHT TO SET-OFFS

In the event, the Supplier is in breach of any obligations under the purchase order, SF Tech shall be entitled to withhold payments otherwise due to the Supplier under any purchase order until the position is rectified. All costs, liquidated damages or expenses incurred by SF Tech for which the Supplier is liable under the purchase order or otherwise may be deducted by SF Tech from any moneys due or becoming due from SF Tech to the supplier with prior notification, or alternatively shall be recoverable as a debt.

SF Tech's team will do everything possible to deliver peace of mind!