



1. Our organization reserves the right of final approval of product, procedures, processes and equipment, and the final release of products and services.
2. By accepting this Purchase Order, external providers (the company accepting the Purchase order) warrants that it:
  - a. Is an equal opportunities employer and is committed to providing equality of opportunity, treatment and dignity for all employees regardless of sex, race, color, national or ethnic origin, religious or similar philosophical belief, marital status, sexual orientation, disability, political convictions, membership or non-membership of a Trade Union, age, etc.
  - b. Supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the Earth's environment.
  - c. Provides a safe and healthy work environment for employees, customers, and visitors, and has established workplace safety procedures applicable to its environment and statutory requirements including providing proper safety clothing and equipment as well as training in its use.
  - d. Acknowledges the Global Data Protection Regulation of 2018, and affirms that all personal data exchanged will be handled in full compliance with said regulation.
3. New external providers may be required to complete a supplier questionnaire prior to accepting orders.
4. All special processes required by this PO must be performed by competent personnel.
5. Our organization reserves the right to review and approve the external provider's Quality Management System.
6. The external provider is required to use customer designated or approved external providers, including process sources when applicable.
7. The external providers shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
8. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
9. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
10. The external provider is required to:
  - a. Notify our organization of nonconforming product.
  - b. Obtain our organization approval for nonconforming product disposition.
  - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
  - d. Flow down to the supply chain the applicable requirements including customer requirements.
11. The external provider is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
12. The external provider is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.
13. Calibration Only: All external providers providing calibration services must identify standards used and standards must be traceable to national standards such as NIST (National Institute of Standards Technology).
14. REM, its customers, and/or regulatory Authorities reserve the right of access to manufacturing, quality control or other relevant aspects that affect the Fit, Form, or Function of the goods or services that REM is acquiring and/or providing to its customer.
15. External provider shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.



16. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
17. COUNTERFEIT PARTS PREVENTION a) The external provider warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the external provider. b) The external provider warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.
18. All external providers to REM Chemicals, D/B/A REM Surface Engineering must be aware of the importance of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior, including consequences for their actions. The Seller shall neither receive nor give any gifts or gratuities in connection with this Purchase Order or Contract. The Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. The Seller shall not participate in any unethical conduct during performance of this Purchase Order or Contract. The Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.
19. Our organization reserves the right to monitor our external provider's performance including:
  - a. Supplier Risk
  - b. Quality of product or service delivered
  - c. On time delivery of product or service
20. External providers may communicate with our organization in any agreed upon manner including traditional mail, e-mail, fax, web portal, online meeting, or phone, however any changes to work scope, including but not limited to pricing, delivery, quality requirements, material substitutions, must be documented in a retainable manner.
21. The Seller shall not communicate with the Buyer's customer regarding this Purchase Order or Contract or any related contract without the Buyer's express prior written consent.
22. It is the responsibility of the external provider to ensure all products supplied to our organization are free of FOD through the implementation of FOD prevention/reduction program.
23. Our organization reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform at the external providers' premises
24. EXPORT/IMPORT/ITAR COMPLIANCE Warning: Information furnished to seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of REM Chemicals Inc D/B/A REM Surface Engineering, and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulation of the United States.
25. In accordance with regulations (UK:2015Chapter30,US:FAR52.222-30), acceptance of this REM Chemicals Inc. purchase order affirms that all contractors, contractor employees, subcontractors, agents, suppliers, & external providers confirm and verify that their supply chain and sources of all products/components/materials do not involve human slavery/trafficking in the labor force in any way.
26. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Connecticut, USA.