



## VENDOR TERMS & CONDITIONS

**GENERAL** - This purchase order and the attachments and documents referenced herein represent the complete statement of the terms of the agreement between Buyer (MTI) and Seller. Seller will perform work and deliver according to the delivery schedule specified in the purchasing documents.

**WARRANTIES** - In addition to Seller's standard warranties, Seller warrants to MTI that all items delivered and all services rendered will conform with the requirements on the purchase order documents and will be free from defects.

**CHANGES** - Seller will notify MTI in advance of any changes in quantity to be shipped and changes in delivery schedule. MTI requires notification of changes in product and/or process definition, change of suppliers or change of location, and if necessary MTI approval.

**PROPRIETARY INFORMATION, DUPLICATION & DISCLOSURE** – MTI stipulates that no item furnished by MTI for the purpose of completing this purchase order, including tools, drawings, fixtures, gages, etc. shall be duplicated or furnished to others without prior written consent of MTI. Seller agrees that proprietary information provided by MTI to Seller for fulfillment of this purchase order and identified as proprietary shall be held in confidence and used only in the performance of this purchase order. Seller will not publicize or disclose any details of this purchase order or the product or service provided to third parties or use MTI's name in connection with Seller's publicity without prior written approval from MTI.

**ASSIGNMENTS & SUBCONTRACTING** - This purchase order may not be assigned or subcontracted by Seller without prior written consent of MTI. In any case, Seller's obligations to comply with the requirements of this purchase order will remain in effect. Seller will flow down to sub-tiers any applicable requirements listed on this purchase order.

**CALIBRATION** – All calibration services will be performed according to manufacturer's specifications unless otherwise specified in writing.

**NONCONFORMING PRODUCT** – MTI requires advance notification of nonconforming product and arrangements for MTI approval of supplier nonconforming material or product.

**RECORDS & DOCUMENTATION** – Records created and maintained by Seller or Seller's Subcontractors shall be retained for a period of five (5) years in accordance with Seller's record retention procedures. MTI requires right of access of MTI, its customers and regulatory authorities to all applicable facilities and records.

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[www.mtialbany.com](http://www.mtialbany.com)

METAL TECHNOLOGY - 173 QUEEN AVE SE - ALBANY OR 97322 - USA

PH: 541.926.9968 OR 800.394.9979 - FX: 541.928.0596 - SALES@MTIALBANY.COM - WWW.MTIALBANY.COM