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.

SAFEGUARDING CONTROLLED TECHNICAL INFORMATION – When the materials, parts and products or services, including the products resulting from services hereby ordered are due for use in connection with a United States Government Department of Defense prime contract or higher-tier subcontract clause, Department of Defense FAR Supplement (DFARS) clause 252.204-7012 “Safeguarding Covered Defense Information and Cyber Incident Reporting” (FINAL RULE 10/21/2016) shall apply as required by the terms of the prime contract or by operation of law or regulation.”

COUNTERFEIT COMPONENT/PART/MATERIAL CONTROL (CCPM) – Seller will have an established process for the prevention of CCPM being sold to MTI that includes; a) seller will provide CCPM awareness training to its personnel, b) seller will flow down requirements to their suppliers to reduce the risk of receiving suspect or CCPM, c) if suspect or CCPM are identified/received the process shall address the containment, evaluation, disposition and disposal of the CCPM, and d) any receipt of suspect or CCPM will be reported to MTI.