



## **FSC Cutting Tools Terms and Conditions Form FSC-TC, Rev. 2 12/20/2021**

### **ACKNOWLEDGMENT:**

Unless a copy of the Purchase Order form is properly signed and returned by Seller within 15 days from the date thereon, buyer may, at his option, cancel this offer without penalty. Seller's acknowledgment of, or shipment on this order, shall constitute Seller's acceptance of all terms hereof or terms specifically incorporated by reference herein. It shall be strictly understood and agreed that this Order shall be treated confidentially in every respect, and that the Seller shall refrain from any publicity or advertising concerning the sale of articles herein.

### **CONFIDENTIALITY AGREEMENT:**

A Confidentiality Agreement may be required to be signed and returned before any work may commence. If such Agreement is required but not in place, the Purchase Order is null and void.

### **DELIVERY:**

Delivery schedules must be strictly adhered to unless otherwise stated in writing. The exact quantity ordered must be shipped unless otherwise has been agreed to prior to shipment. Unavoidable delays must be notified at least 30 days prior to the promised delivery. All material and workmanship entered into the construction of articles covered by this Order is guaranteed free from defects.

If any of the goods are found to be defective in material, workmanship or otherwise not in conformity with the requirements of the order, Buyer shall have the right to reject and return such goods at Seller's expense for replacement or credit.

Buyer reserves the right to cancel this order, in whole or in part, without any liability by Buyer to the Seller for late deliveries, defects in material, workmanship, quality, improper required documentation, parts not in accordance with drawings/ specifications, and/or if Seller ceases to conduct its operations in the normal course of business.

### **DOCUMENTATION:**

FSC requires proper detailed documentation based upon drawing specifications to accompany all parts manufactured for and shipped to FSC. Any shipment received by FSC without the proper documentation may be rejected. Certificate of Conformance is required with all shipments.

### **GOVERNMENT REGULATIONS:**

In the performance of work under this order, Seller agrees to comply with all Federal, State and or Local laws, rules, regulations or ordinances.



## **RIGHT OF ENTRY / AUDITS:**

All Suppliers of Parts and Services to FSC are subject to supplier audits through FSC. Supplier must Grant FSC, our customer, and any regulatory agency access to all facilities involved in the order and applicable records.

## **FOREIGN OBJECTS, DEBRIS**

Supplier shall maintain good housekeeping practices to prevent the introduction of foreign objects, debris or damage to deliverable items. **The use of aluminum oxide is strictly prohibited on all FSC components.**

## **FSC FUNISHED MATERIAL**

In the event, FSC material is supplied to satisfy specific purchase order requirements, the supplier shall not substitute, rework, or dispose of any FSC supplied material, except if instructed to do so in writing by FSC Representative. Unused material must remain properly identified at all times and returned to FSC upon completion of Purchase Order requirements.

## **DOMESTIC MATERIAL REQUIREMENTS**

All materials used for fulfilling an FSC purchase order must be in accordance with the appropriate FSC specified requirements. Any deviation from this requirement needs to be submitted to FSC in writing and approved by a FSC Representative.

## **COUNTERFEIT PARTS**

The Supplier shall implement, control the processes needed for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product. Controls for acquiring externally provided product from approved sources, original manufactures, authorized distributors, and monitoring of counterfeit parts reporting from external sources. The Supplier shall assure tracability of parts and components to their original authorized manufacturer. The Supplier shall train persons in the awareness and prevention of counterfeit parts.

## **PERSONNEL**

The Supplier shall ensure persons are aware of their contribution to product and service conformity, product safety and the importance of ethical behavior.

## **FACILITY OR ORGANIZATIONAL CHANGES:**

All suppliers must notify FSC in writing of any significant facility or organizational change such as company name, location, or senior quality management.

## **MODIFICATIONS:**

This Order contains the entire agreement of the parties. It may not be modified or terminated orally, and no claimed modifications, terminations or waivers shall be binding unless in writing and signed by the party against whom such claimed change, termination or waiver is sought to be enforced. This Order shall be construed and governed by and according to the Laws of the State of South Carolina.



## **INTERPRETATION:**

American National Standard ANSI Y14.5M shall be used for all drawing interpretations.

## **QUALITY CONTROL:**

Applicable sections of FSC Quality Control Manual may be forwarded to approved Suppliers for compliance throughout the manufacturing, inspection and shipping processes to ensure acceptance of material. Any Sub-tier Suppliers used must comply with these terms and condition where applicable. Supplier shall flow down to sub-tier suppliers, the applicable requirements in purchasing documents, including key characteristics where required. Supplier shall maintain quality records applicable to the purchase order. The following identified quality records shall be maintained for the minimum retention periods 10 Years unless otherwise specified.

## **SHIPPING:**

Preferred - Ship FedEx Ground  
Others - Call for instructions

Any loss/demurrage owing to faulty packaging/packing and/or insufficient markings will be the supplier's responsibility. Any alteration in shipping method will be for the account of the Seller.

If you have any questions or require an explanation of your obligations as an FSC Approved Supplier, please contact FSC.