



As a result of accepting the purchase order, suppliers are deemed to have accepted JOHANSON – Purchasing Terms and Conditions described below for products, materials and services.

### **Article 1: Term of the Agreement:**

- a. This Agreement shall be in full force and effect commencing on the date JOHANSON purchase order is accepted till it is changed by JOHANSON.
- b. All pricing, MOQ, and ship dates must be confirmed in writing via email or fax within 72hrs of receipt of the Purchase Order. Confirmation should be addressed to [purchasing@johansondielectrics.com](mailto:purchasing@johansondielectrics.com) or [purchasing@johansontechnology.com](mailto:purchasing@johansontechnology.com)
- c. The SUPPLIER will submit Certificate of Conformance or Certificate of Analysis as required in the purchase order. It may be sent via email, or fax to JOHANSON Receiving, or it may be mailed with the shipment.

### **Article 2: Quality Requirements:**

- a. SUPPLIER shall have or will procure all necessary machinery, tools and equipment or, at its sole cost and expense.
- b. SUPPLIER shall bear all costs and expenses of production of the Product including, but not limited to, utilities, ingredients, supplies and other consumables, and all labor required in connection therewith.
- c. SUPPLIER shall at its sole cost and expense, maintain and repair as necessary, the machinery, equipment and tools used for the production of the Product.
- d. SUPPLIER shall maintain a documented quality management system that includes training of personnel and procedures for manufacturing, process control system and product acceptance operations. Supplier shall maintain identification & revision status system for products, specifications, drawings, process requirements, inspection and test results and other relevant technical data as per SUPPLIERS internal document control requirements. At a minimum these records will remain legible and available for review for a period of 10 years unless stated otherwise in body of purchase order, after which documentation may be destroyed per suppliers' determined method.
- e. Supplier shall maintain systems for design, test inspection, verification including for process variation, use of SPC techniques for critical items and key characteristic, as required by internal procedures. Supplier shall maintain test specimens used for design approval, inspection/verification, investigation, and auditing functions as per the internal company procedures.
- f. It is recommended that the supplier's management system be certified to ISO 9001 or equivalent.
- g. SUPPLIER agrees to permit JOHANSON or its agent, customer or regulatory authority to inspect the facilities and supplies where the Product is being produced, accepted and packaged and any level of supply chain involved in the order.
- h. SUPPLIER shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
- i. SUPPLIER shall define and document in procedures the method for controlling and dispositioning records that are created by, retained and/or dispositioned by the supplier, and dispose of documents after retention period.
- j. Supplier is required to maintain manufacturing and acceptance records of products and materials supplied to JOHANSON for a minimum period of 10 years.
- k. At delivery, JOHANSON in its sole discretion may reject any Product produced or manufactured by SUPPLIER for any reason, including, but not limited to defects, improper specifications, or failure to meet JOHANON'S quality standards, etc. Upon discovery of defects, JOHANSON will notify the SUPPLIER in writing of the defect or rejection criteria, issue a Supplier Corrective Action Report, and will return the product at the SUPPLIER's costs. The SUPPLIER will immediately issue a credit for the non-conforming products and provide replacements as soon as possible utilizing the best shipment means at the SUPPLIER's cost. The SUPPLIER will have two weeks from receipt of the Corrective Action request to provide a response to include root cause of the defect and corrective action(s) related to process(es) or procedure(s) to ensure the defect does not reoccur in future.
- l. SUPPLIER shall notify JOHANSON of non- conforming products in a timely manner. SUPPLIER shall obtain JOHANON'S approval for disposition and shipping of any non-conforming products to JOHANSON.
- m. SUPPLIER will notify JOHANSON prior to implementing any major changes to the raw materials and production or test processes used to produce material being supplied to JOHANON. Supplier shall notify JOHANSON of any non-conforming products and material and get JOHANSON approval prior to supplying them to JOHANSON. Supplier shall notify JOHANSON of changes to manufacturing facility or location and where required flow down the requirements to supply chain when so stated on the purchase order.
- n. SUPPLIER shall perform inspection or periodic testing, as applicable, when there is high risk of nonconformities including counterfeit parts.
- o. SUPPLIER shall ensure its personnel are aware of their contribution to product and service conformity, their contribution to product safety and the importance of ethical behavior.

**Article 4: Termination:** BUYER shall have the right to immediately terminate this Agreement by giving a written notice to SUPPLIER in the event that SUPPLIER does any of the following:

- (1) Failure to produce the products per JOHANSON specifications, documentation or Purchase Order instruction; or
- (2) Failure to comply with any part of this agreement.