



PACIFIC SWISS & MANUFACTURING, INC.

ISO 9001: 2015 CERTIFIED
ITAR REGISTERED

Purchase Order Terms and Conditions for our Customers

1. Quotations are based on costs and conditions existing on the date of quote and are subject to change up until formal acceptance of Purchase Order by Pacific Swiss. Any deviations from this standard will be addressed at time of quote for items with pricing volatility. (i.e. gold plating)
2. Price breaks on quantity part orders are quoted assuming a single production set up. Multiple set ups due to extended delivery windows may require an adjustment to the lower quantity price, regardless of full order quantity. Additionally, Pacific Swiss reserves the right to limit the amount of time a single purchase orders delivery dates can be extended.
3. Purchase Orders should be sent via email to Greg@pacificswissmfg.com and copied to Kim@pacificswissmfg.com and Kaylee@pacificswissmfg.com
4. Purchase Orders should include Part Number, Revision, Description and Unit Cost.
5. In absence of a specified revision from the customer, Pacific Swiss will instruct outside processors to process parts to the most recent revision of the specification.
6. AS9102B, PPAP, PFMEA, DFMEA or any other quality or Six Sigma report(s) will incur a separate line-item charge. If not requested at time of quote, but added to the purchase order requirement, Pacific Swiss reserves the right to provide cost and will require that it be added to the Purchase Order prior to acceptance.
7. Any changes to the purchase order, part number, drawing revision, material or other item that will cause additional time or scope of work may result in additional charges. These charges may include but not be limited to engineering, administrative, materials, tooling, or freight. Changes must be in writing and require the consent of an authorized representative from each party.
8. Product delivery date estimates will be given at time of Purchase order acceptance based on the information available at the time and may change due to material availability, outside process lead times or other factors outside our control.
9. For any Purchase Orders where First Articles are required, the following will apply: First Articles will be sent via UPS Overnight Service and billed collect to the customer. Upon receipt the customer will have 24 hours to approve. Any delay in the approval may cause a change to the production run scheduled.
10. Customers may request early pull in dates on orders and we will do our best to accommodate subject to material availability, outside process times, and our production schedule.

11. Customers requesting to push out scheduled delivery dates are subject to the approval of Pacific Swiss and upon acceptance will incur a 10% handling charge on the quantities being deferred.
12. Standard payment terms are Net 30 upon approval of credit by the Pacific Swiss accounting department. Other payment terms are considered on a case-by-case basis and upon credit approval. Amounts not paid when due will accrue interest at 18% per annum until paid in full. Customer will be responsible for all costs incurred by Pacific Swiss in collecting past due amounts, including reasonable attorney fees and costs.
13. Shipping Terms are FOB Pacific Swiss. Title to products purchased and risk of loss and damage shall transfer to Customer upon delivery to carrier at the FOB point. Pacific Swiss is not liable for damages for default or delay in production or delivery for causes beyond its control including breakdown of equipment, labor disputes, embargoes, acts of God, supplier delays, government restrictions, riot, or carrier delays. Bulk packaging is standard. Customer shall bear expense of all other packaging.
14. Customer will have sixty (60) business days from receipt of product from Pacific Swiss to perform any inspections and tests deemed necessary by the customer. Customer shall only be entitled to reject parts within this period, if the customer reasonably and in good faith determines that they do not conform to the specific requirements of the order. To reject parts deemed non-conforming the customer must notify Pacific Swiss in writing with a detailed explanation as to why they believe the parts are non-conforming. If Pacific Swiss believes the customer is not entitled to reject the products, Pacific Swiss may require that the issue be submitted to arbitration. (see item #18 below). Regarding properly rejected product, Pacific Swiss may at its sole discretion elect to replace the products or offer credit in the amount of the cost paid by customer for rejected parts. The foregoing is the customer's sole and exclusive remedy regarding rejected parts. Parts altered in any way by the customer are not eligible for any form of claim. Additionally, the liability of Pacific Swiss will be limited to the amount paid for rejected parts. Pacific Swiss shall not be liable for consequential, indirect, special, or incidental damages under any circumstances, even if advised in advance of the possibility of such damages.
15. Customer agrees to accept over/under runs within 10% of ordered quantity per delivery line item.
16. Orders may be cancelled only in writing and upon the condition that the customer assumes immediate liability for any charges incurred by Pacific Swiss. Such charges will include but not be limited to raw material, tooling, engineering, handling, overhead, and production costs. Charges will be determined and invoiced within 10 days of cancelation of the order and due and payable upon receipt of the invoice regardless of the customer's standard payment terms.
17. All products/parts manufactured by Pacific Swiss are done so in accordance with the customer's specifications, designs, and drawings. For this reason, the customer shall defend and hold harmless Pacific Swiss from any and all damages, claims, actions, or suits based upon actual or alleged infringement of any patent registered in the United States or elsewhere. Indemnity shall include all attorney fees and any other costs associated with said claims.
18. In the event any dispute arises between Pacific Swiss and the customer that cannot be agreed upon by negotiation between the parties, arbitration shall be the agreed upon means of resolution. Both parties agree that the decision of the arbitrator shall be binding. Judgement on any award may be entered and enforced in any court of competent jurisdiction.