



**Harcourt Industrial, Inc.
PO Terms and Conditions**

In acknowledging and/or fulfilling this PO you agree to the following:

1. Supplier is required to notify Harcourt Industrial, Inc. and obtain approval from Harcourt Industrial, Inc. when changes occur to the supplier's deliverable process and/or product beyond the scope of the purchase order.
2. Harcourt Industrial, Inc., their customers, and regulatory authorities reserve the right of access to all supplier facilities involved in the fulfillment of this order, and to all related records and documents.
3. Routing / Shipping Instructions: If delivery is completed by a shipping courier and not your own vehicle, the following shipping/routing instructions apply: Do not prepay and add freight charges to your invoice - shipments up to 300 pounds are to ship against Harcourt's UPS ground account (do not palletize) - shipments over 300 pounds but under 10,000 pounds are to ship against Harcourt's UPS freight account (palletize).
4. This order is governed by Harcourt Industrial, Inc's standard terms & conditions. Please refer to Harcourt's website at <http://www.harcourt.co> to view or print a copy of these terms & conditions. If you do not have access to the internet, please contact the buyer who issued the order for a copy.
5. A separate invoice should be issued for each Purchase Order.
6. All items that require a hardness certification must be 100% inspected, no sample test allowed.
7. **Your invoice and packing list must show our PO #, Account #, Work Order #, and line item requirements/description.**
8. All applicable sections of customer requirements are to be adhered to on any purchase order.
9. Harcourt Industrial, Inc. will flow down customer quality requirements. This includes the latest revision of all standards, including hardware/software compatibility.
10. This contract and/or data must not be used or shared at any other location, other than the company address the po has been issued to without written consent from Harcourt Industrial, Inc.
11. Suppliers must process the requirements of this purchase order in accordance with the supplier's quality system. Any changes to the supplier's quality system must be communicated to and approved by Harcourt Industrial, Inc's SQA representative before work may proceed.
12. SDS: safety data sheets are required for all material upon delivery to Harcourt Industrial, Inc.

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13. If this Purchase Order is in excess of \$10,000 this contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.
14. If this Purchase Order is in excess of \$100,000 this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.
15. Counterfeit parts: Under this contract, the supplier shall flow down the substance of this clause to all subcontracts awarded. Supplier shall put into place a documented program to avoid, detect, mitigate, and disposition counterfeit parts and materials. Suppliers should utilize AS6174 for guidance. Suppliers shall also flow down counterfeit parts programs requirements to their sub-tiers, especially but not limited to; electronic parts suppliers, raw material suppliers, distributors.
16. Conflict Materials Reporting: Under this contract, the supplier shall flow down the substance of this clause to all subcontracts awarded. Supplier shall comply with dodd-frank sec 1502 and report to visioneering if they provide articles containing tantalum, tin, tungsten or gold. If they do supply those minerals, they are required to conduct a reasonable "country of origin" inquiry that must be performed in good faith and be reasonably designed to determine whether any of the designated minerals originated in the drc region or are from scrap or recycled sources.