

Vendor/Supplier ~ Terms & Conditions

- 1. All Belleville Wire Cloth Co., Inc. (BWC) Purchase Orders are to be acknowledged and confirmed by the seller which includes agreement to the Terms & Conditions stated herein and/or specified on the Purchase Order, including drawings and technical documents provided. Seller is referred to as Vendor or Seller in this document.**
- 2. Product and/or service provided to BWC is critical to our operation and critical to meeting the requirements of our clients and regulatory and/or statutory authority. It is imperative that your organization acknowledges the critical nature of supply and ensures your employees are aware of their contribution to the product and/or service conformity which includes product safety and ethical behavior.**
- 3. BWC's prevention of counterfeit parts program requires product(s) are clearly labeled and product and/or services are accompanied by the correct paperwork. We require you maintain a program that will ensure your materials are received in similar manner and traceability can be identified throughout the life cycle of the product.**
- 4. Terms & Conditions here or stated on Purchase Order, Drawings, and/or technical documents are required to be flowed down to any sub tiers.**
- 5. Proprietary information in written, electronic or verbal form is supplied to Vendor in confidence and should remain confidential between BWC and Seller. If applicable, a signed confidentiality or nondisclosure agreement may be requested.**
- 6. Cyber Security of Controlled Un-Classified Information (CUI) Drawings and/or Technical Documents should follow guidelines set forth under the Cybersecurity Maturity Model Certification (CMMC). CUI in any form needs to be secured and not kept or transmitted via unsecured electronic means.**
- 7. Price variations and/or changes require prior approval from buyer. If price is not stated, price cannot be higher than previously charged for same material.**
- 8. Buyer shall be notified of any non-conformance immediately and advised of corrective action to remedy the issue and/or BWC approval of disposition of non-conforming product. Time is of the essence, BWC shall have the right to cancel the agreement and/or seek any damages caused by the non-conformity.**
- 9. Warranty: Seller warrants to BWC, its customers and end users, that all goods purchased shall be free of defects in material, workmanship and conformity to specifications listed within purchase order, drawing and/or technical document. Seller agrees to repair or replace at Sellers expense all goods found to be non-conforming. BWC shall have the option to return non-conforming material for full credit, including transportation, labor and material costs.**
- 10. Vendors are required to have formal Quality Management System in place and may be requested to provide proof. MIL-I-45208, ISO9001, AS9100 (or Equivalent) Quality System and Inspection Applies.**
- 11. Requirements for approval of product, procedures, processes, equipment and qualification of personnel may be required and will be identified prior to the issue of a purchase order.**
- 12. No additional charges for packaging unless agreed to in writing. Damage to material due to improper packaging will be charged to Seller.**

Toll Free
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BELLEVILLE WIRE CLOTH CO.
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CEDAR GROVE, NEW JERSEY 07009

Fax Number
973-239-3985

13. Seller shall not assign, transfer, pledge or otherwise dispose of stated terms and conditions without prior written consent from BWC.
14. Supplier shall retain all records relating to material, finished goods, and/or process certifications including all inspection and test records for a period of 10 years unless otherwise noted on the purchase order. Records should be made available within 48 hours of request. BWC Quality Manager should be notified prior to any disposal or disposition of records.
15. All Shipments must be made in accordance with specified shipping and routing instructions and Seller will assume full responsibility for failure to comply with such instructions. All excess expense incurred by BWC as a consequence of improper shipping or routing shall be paid by Seller.
16. Vendor is obligated to notify BWC of any changes to process/product, change of suppliers, change of manufacturing facility and/or equipment and will require written approval from BWC buyer and/or member of BWC management to proceed.
17. Time is of the essence with respect to delivery of products. In the event delivery is not timely, BWC shall have the right to cancel the agreement and/or seek any damages caused by Sellers delay in delivery.
18. All tools, fixtures, material and any other property furnished to vendor or specifically paid for by BWC for use in fulfilling this order shall remain the property of BWC. BWC reserves the right to remove such property at any time. Vendor assumes all liability for loss or damage.
19. Seller represents and certifies to buyer that the product or service provided under the purchase order will comply with all applicable Federal, State and Local Laws.
20. Hazardous materials are to be marked, labeled, packaged, and shipped in compliance with applicable laws. Buyer is not to be responsible for vendors failure to comply with requirements stated by manufacturer of product and state, local, and federal government who regulates sale and transportation.
21. In the event seller must contract with a subtier vendor, vendor agrees to enter into a written agreement with subtier(s) that obligates it to be bound by all terms and conditions of this purchase order.
22. Packing Slip, Certifications, Test Reports, and any other documents must identify BWC Purchase Order Number.
23. Supplier acknowledges and agrees to allow BWC access of facility and/or records that pertain specifically to item(s) on Purchase Order.

< End of Document >

MP742.1.03 Vendor/Supplier - Terms & Condition – 07/2024



Nadcap - Welding
AS9100 / ISO 9001
Quality Management Certified

