
	Quality Management System Policy	
	Title	Terms and Conditions of Purchase
	Revision	QMSP 8.4.3_NR

1. Objective
  - 1.1. To ensure clear documentation and consistent communication of Kennebec Technologies (Buyer) Terms and Conditions of Purchase to external providers (Seller) (together the Parties).
  
2. Inputs
  - 2.1. Statutory and Regulatory requirements.
  - 2.2. Standard business and industry terms, conditions, and definitions.
  
3. Terms and Conditions
  - 3.1. Unless otherwise specified by Buyer, Buyers Terms and Conditions of Purchase shall prevail.
  - 3.2. Terms of payment shall be Net Thirty Days (N30) unless otherwise negotiated.
  - 3.3. Buyer's receiving dock (Destination) shall be 150 Church Hill Rd, Augusta, Maine 04330, unless otherwise specified.
  - 3.4. Terms of shipment shall be FOB Destination when shipment occurs through small parcel or less than truckload (LTL) common carrier, unless otherwise specified and agreed in writing. Risk and title remain with Seller pending Buyer receipt and acceptance of goods from carrier.
  - 3.5. Seller invoices shall reference product/service provided and Buyers purchase order number. Invoices shall be addressed to the attention of Accounts Payable and communicated by email to [ap@kennebec.com](mailto:ap@kennebec.com), or by USPS to 150 Church Hill Rd, Augusta, ME 04330.
  - 3.6. Seller shall comply with all applicable Statutory and Regulatory requirements, as applicable, whether specifically stated as a term or condition of purchase, including, but not limited to:
    - 3.6.1 Occupational Safety and Health Act (OSHA).
    - 3.6.2 Export Administration Regulations (EAR).
    - 3.6.3 International Traffic in Arms Regulations (ITAR).
    - 3.6.4 Equal Employment Opportunity Act (EEO).
    - 3.6.5 DoD Federal Acquisition Regulations (FAR), as applicable.
    - 3.6.6 DoD Defense Acquisition Regulations System (DFARS), as applicable.
  - 3.7. Seller, and Sellers sub-tier suppliers shall be subject to the sourcing and reporting requirements of Conflict Minerals per Section 1502 of the Dodd-Frank Act.
  - 3.8. Seller shall assure traceability of all parts, components, and products made a part of, or consumed within, the provision of products and services, to their original and/or authorized manufacturers. Seller shall prevent the use or inclusion of counterfeit or suspect counterfeit parts in the provision of products and services (per AS 6174).
  - 3.9. All product, process, and other Buyer data provided, accessed, or obtained in the ordinary course of business by the Seller shall be considered Confidential and Proprietary, and shall not be disclosed to any other individual or entity.
  - 3.10. Seller shall safeguard such Confidential and Proprietary information as Controlled Unclassified Information (CUI) through physical and logical access restrictions in accordance with the National Institute of Standards and Technology (NIST) and NIST Special Publication 800-171, Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations.
  - 3.11. Buyer shall notify Seller of nonconforming products and services upon discovery. Seller shall issue a Return Material Authorization (RMA) to Buyer, upon Buyers sole discretion and determination, for the return, rework, replacement, or refund of the products and services.
  - 3.12. Buyer additional remedies for nonconforming products, in addition to return, rework, replacement, or refund, shall recognize that timely delivery of quality products and services is integral to these Terms and Conditions of Purchase and allow Buyer to collect any direct, indirect, incidental, or consequential

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damages from the Seller in an amount not to exceed three times the value of the products and services to be provided.

- 3.13. Buyer shall not be liable for any failure to perform, including delivery receipt of products or acceptance of performance of services, due to circumstances beyond its control, including but not limited to acts of God, fire, flood, war, sabotage, accidents, labor disputes or shortages, or governmental law, ordinance, rule, or regulation.
- 3.14. Seller shall retain all records related to the products and services, including but not limited to all process and product specifications and certifications, as required per Kennebec Technologies Supplier Quality Requirements.
- 3.15. The provision of any agreed upon products/services to the Buyer does not create any actual or apparent agency, partnership, or relationship of employer and employee between the Parties.
- 3.16. Dispute resolution shall be subject to the laws and jurisdiction of the State of Maine. Failure by Buyer or Seller to exercise any right or remedy under these terms on one occasion shall not waive the right to exercise the same on another occasion.