

ICON Metalcraft Terms and Conditions

1. Packing slips showing our Purchase Order Number and Point of delivery must accompany all shipments. All packages must be marked on the exterior with the same information.
2. No charges for boxing or cartage will be paid unless previously agreed to by the Buyer and set forth on the face of this Purchase Order.
3. On all invoices subject to discount, the discount period will commence on the date the invoice is received in the Buyer's office.
4. Over shipment: Do not ship in excess of this order unless specifically noted on the front of this order. Buyer reserves the right to return excess goods for full credit.
5. Buyer reserves the right, before payment or acceptance, to inspect the ordered goods at any reasonable time and place and in any reasonable manner, and specifically reserves the right before payment or acceptance, to inspect goods delivered COD or on the like terms. Failure by the Buyer to inspect ordered goods before payment or acceptance does not in any way impair the rights of the Buyer to inspect ordered goods before payment or acceptance does not in any way impair the rights of the Buyer to inspect, reject or revoke acceptance of the goods after payment.
6. Unless agreed to by the Buyer and stated on the face of this Purchase Order, tender of payment by the Buyer shall not be a condition to the Seller's duty to tender and complete any delivery to the Buyer.
7. The Seller agrees to reimburse the Buyer the reasonable costs of inspection applicable to non-conforming goods rightfully rejected by the Buyer.
8. The Buyer reserves the right to not permit the Seller the opportunity to replace non-conforming, rightfully rejected or justifiably revoked goods and further reserves the right to cancel all or any portion of this Purchase Order with respect to any non-conforming goods which the Buyer may rightfully reject or justifiably revoke acceptance of.
9. Unless agreed to by the Buyer and stated on the face of this Purchase Order, all goods ordered by this Purchase Order shall be tendered in a single delivery.
10. Delivery shall be tendered and accepted at the time or times or within the period or periods agreed upon provided, however, neither the Buyer or Seller shall be liable for any default due to fire, flood, strike, lock-out, epidemic or other causes beyond its reasonable control and without its fault or negligence.
11. The Seller's acceptance of this Purchase Order shall be expressly limited to the terms, conditions and instructions set forth in this offer. Any different or additional terms contained in the Seller's acceptance shall not become part of this contract.
12. Seller expressly warrants that all articles, material and work covered by this Purchase Order will conform to the applications, samples or other descriptions, furnished or supplied by the Buyer and will be fit and sufficient for the purposes intended, merchantable of good material and workmanship, and free from defect. Changes to product and/or any process definition, and where required, the seller shall obtain ICON Metalcraft's written permission or approval.
13. Either party shall have the right to cancel all or any portion of the order hereunder in the event that the other party becomes bankrupt or insolvent or makes an assignment for the benefit of creditors.
14. Any material furnished by Buyer on other than a charge basis in connection with this order shall be deemed as held by the Seller upon consignment and Seller agrees to pay for all such material spoiled by it or not otherwise satisfactorily accounted for. In the event of cancellation of the unfilled portion of this order by the Buyer, the Seller agrees to waive any and all liens or similar remedies he may have or be entitled to assert upon such material furnished by the Buyer, and the Seller shall immediately return to the buyer all such materials on hand.
15. If this order covers the performance of labor for the Buyer, the Seller agrees to indemnify and protect the Buyer against all liabilities, claims or demands for injury or damages to any person or property growing out of this performance of this contract.
16. The remedies and rights herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or provision.
17. By accepting this order, the Seller guaranteed that the articles described herein, and sale or use of them will not infringe any United States or foreign Letters Patent and the Seller agrees to defend, protect and save harmless the Buyer, its successors, assigns, customers, and users of its products, against all suits in law or in equity, and from all damage claims and demands.
including attorney fees, costs and expense for actual or alleged infringement of any patent by reason of the use of the articles hereby ordered. If said articles are protected by one or more patents, and a decree of judgment be entered in a court of competent jurisdiction holding any such patent or its claim invalid or so limited in scope as to impair in the sole judgment of the Buyer, protection commercially, the contract resulting from the acceptance of this order may forthwith be canceled by the Buyer.
18. If any clause of this contract is deemed to have been unconscionable at the time of the contract was made, as a matter of law by a court having jurisdiction, it is the intent of the Buyer and Seller that the remainder of this contract is to continue to be binding and enforceable against the parties.
19. Governing Law: The contract resulting from this order is to be construed according to the laws of the state from which this order issues as shown by the address of buyer printed on the face of this order. The parties agree that any controversy arising under this order shall, at buyer's option, be determined by the courts of the state from which this order is issued as aforesaid, and seller hereby submits and consents to the jurisdiction of the courts of said state.

AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS

1. Providers are recommended to be ISO 9001 or AS 9100 certified or compliant.
2. All calibrations shall be performed to the NIST standard.
3. Material must be RoHS/REACH compliant unless otherwise specified, and does not contain Conflict Materials.
4. ICON Metalcraft requires that External Provider shall maintain the proper identification & revision status specifications, drawings, process requirements, inspection/verification instructions & other relevant technical data.
5. ICON Metalcraft reserves the right of final approval of products & services, methods processes & equipment, & the final release of products & services.
6. ICON Metalcraft requires that all special processes required by this purchase order must be performed by competent qualified personnel.
7. ICON Metalcraft reserves the right to identify requirements for interaction with our external provider including:
 1. The use of interactive documentation.
 2. The use of email/Fax
 3. Documented confirmation methods of all verbal interactions.
8. ICON Metalcraft reserves the right to monitor external provider's performance including:

1. Supplier Risk
 2. Quality of product or service delivered.
 3. On-Time delivery of product or service.
9. ICON Metalcraft reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform @ the external providers premises.
10. ICON Metalcraft reserves the right to approve or specify any designs, tests, inspection plans, verifications, criteria for design & development required by our company for external provider.
11. ICON Metalcraft reserves the right to approve or specify any special requirements, critical items, or key characteristics.
12. ICON Metalcraft reserves the right to approve or specify any test, inspection, & verification (including production process verification).
13. ICON Metalcraft reserves the right to approve or specify the use of statistical techniques for product acceptance & related instructions for acceptance by our organization.
14. ICON Metalcraft reserves the right to require the need from external providers to:
1. Implement a Quality Management System & we reserve the right to review & approve the External Providers Quality Management System.
 2. Require that the External Provider uses customer-designated or approved external providers, including process sources (e.g., special processes)
 3. Require the External Provider to notify ICON Metalcraft of nonconforming product or services immediately upon discovery, & obtain our organizational approval for nonconforming product disposition.
 4. Wherever applicable our organization reserves the right to require external providers to show evidence of processes to prevent the use of counterfeit parts.
 5. The External Provider is required to: Notify our organization of changes in product and/or process, changes of suppliers, & changes of manufacturing facility locations, our organization reserves the right to approve such changes.
 6. All External Providers are required to: Flow Down to the supplier chain the applicable requirements including customer requirements.
 7. ICON Metalcraft reserves the right to require External Providers to provide test specimens for approval, inspection/verification, investigation, or auditing.
 8. ICON Metalcraft requires that all External Providers are to retain all records associated with the purchase orders for a minimum of 40 years or as required by contract. Our organization requires the disposition of such documents to be controlled in accordance with the requirements of applicable QMS's.
15. ICON Metalcraft reserves the right of access by our representatives, our customers, & any regulatory authorities to the applicable areas of all facilities, @ any level of the supply chain, involved in the order & to all applicable records.
16. ICON Metalcraft reserves the right to require & request evidence of External Providers ensuring that their personnel are aware of:
their contribution to product or service conformity;
their contribution to product safety;
the importance of ethical behavior and their compliance to applicable Child Labor regulations.
17. To assure customer satisfaction, ICON Metalcraft must produce, and continually improve, safe, reliable products that meet or exceed customer and regulatory authority requirements. To meet that challenge ICON Metalcraft is requiring that all suppliers of electrical and mechanical parts comply with AS 5553 (current revision). See table 1 and table 2 of Std.
18. The supplier shall include flow down to all of their suppliers of specialty metals as defines DFARS 252.225-7014.DOD'S interpretation of this specialty metals clause is that it prohibits the contractor (including its suppliers at every tier)from incorporating into military parts, components, and/or end item deliverables "specialty metals" which have been melted outside the United States, its possessions, or Puerto Rico, unless certain limited exceptions set forth in the clause or DFARS Subpart225.7002-2 apply. One such exception is for specialty metals melted in a qualifying country or incorporated into an article manufactured in a qualifying country. Those countries are listed at DFARS 225.872-1(a) or (b).