



Columbia Manufacturing, Inc. | 165 Route 66 East | PO Box 368 | Columbia, CT 06237-0368
Office: 860.228.2259 | Fax: 860.228.2273 | www.columbiamanufacturing.net

Purchase Order Terms & Conditions

1. **Warranty:** Supplier warrants to CMI that at time of delivery, all goods purchased by this order will be free from defects in material and workmanship and will be suitable for the purposes intended whether expressed or reasonably implied.
2. All material furnished under this order is subject to the inspection and approval of CMI.
3. **Rejections:** If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, CMI, in addition to any other rights, which it may have under warranties or otherwise, shall have the right to reject and return such goods at Supplier's expense. Rejected goods are not to be replaced without advance written authorization from CMI.
4. The supplier agrees to reimburse CMI at the said Purchasers costs for any material, components, or partly finished parts, furnished by said Purchaser, which the Supplier damages in connection with performing the work or services covered by this Purchase Order. Any and all materials damaged by Supplier must be returned to CMI.
5. CMI shall not be responsible or obligated to pay for over shipments made by the Supplier and the said Supplier agrees to reimburse the Purchaser for any scrap, above any limit previously agree to, that is not accountable or attributable to any cause or responsibility of the Purchaser.
6. CMI will be reimbursed for any expense incurred for labor or any other costs, because of the furnishing by the Supplier of materials or parts inherently defective or not suitable or consistent with the purpose for which they are intended.
7. **Set-Off:** CMI shall be entitled at all times to set-off any amount owing at any time from the Supplier to the Purchaser against any amount due to the Supplier.
8. If upon inspection by CMI of delivered product by the Supplier it is determined that a certain quantity of material requires repair, the Supplier shall reimburse the Purchaser for the expense involved in such repair.
9. It shall be the responsibility of the Supplier to adhere to the delivery schedule specified in the Purchase Order and promptly notify CMI of any schedule changes.
10. **U.S. Government Property:** CMI's purchase order will flow down the Government contract number and the contract's priority rating as well as a statement that all contract clauses in the specific contract are incorporated into the purchase order.
11. Supplier shall allow CMI or Government access to their facility with reasonable notice for the purpose of evaluating any product/service for which CMI has pending order or for supplies/services previously delivered.
12. If the purchase is subject to Federal Aviation Regulation 14 CFR Part 145-223(b), acceptance of the order will be deemed Suppliers consent to allow the FAA and/or EASA to inspect and observe any maintenance functions performed on behalf of CMI, Inc. in accordance with the regulation. If Supplier does not consent, Supplier is directed to not perform any activity and return all repair items to CMI immediately.



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13. These terms and conditions are written to accompany Columbia Manufacturing Purchase Order Quality Clauses form 406-12. If any clause herein is found to be in conflict with a clause in form 406-12 then the language in form 406-12 shall prevail.

Columbia Manufacturing, Inc. is an equal employment opportunity employer and is a Federal Contractor. Consequently, the parties agree that, as applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 as well as Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and agree that these laws are incorporated herein by this reference.