



SUPPLIER AGREEMENT

SA 1010 SUPPLIER TERMS AND CONDITIONS

~ Our name describes our service ~

Owner	Purchasing Manager	Revision	2
Approvers	Purchasing Manager	Date	1/03/2013

All purchases of products by Quality Paint and Coatings ("Buyer") from the supplier to which this purchase order is directed ("Supplier") shall be subject to the following Terms and Conditions, which are hereby incorporated in their entirety into this purchase order.

Supplier agrees to sell and deliver to Buyer such quantity(ies) of products, at the price(s), to the location(s) and on the delivery date(s) specified on the purchase order. If Supplier proposes alternate delivery date(s) within a 7-day period of the original purchase order date, the parties will negotiate in good faith to determine the delivery date(s).

All products purchased hereunder shall be received subject to Buyer's or Buyer's Customer's inspection and acceptance or rejection. Such inspection of the products by Buyer shall be at Buyer's premises unless otherwise agreed by Buyer in writing, and may be completed at any time within a reasonable period after receipt at Buyer premises; provided, however, that at Buyer's option, inspection may be made under operating conditions within a reasonable period after incorporation of the products into any plant, facility, vehicle, equipment or other product of which such products are to be a part. Buyer reserves the right to hold for Supplier or return to Supplier rejected products, and all expenses incurred by Buyer in doing so, including without limitation storage, transportation and handling and processing costs, shall be borne by Supplier. Payment for products prior to inspection shall not constitute acceptance of such products. Any inspection, testing or other evaluation by Buyer shall in no way affect, waive, or invalidate any of Supplier's warranties in respect of the products or any of Buyer's other rights or remedies hereunder or at law.

FOR MONITORING AND MEASURING EQUIPMENT (MME) CALIBRATION SERVICE PROVIDER REQUIREMENTS

1. A calibration certificate must be available from service provider on request of QPC for each piece of MME, referencing the applicable NIST Standard(s).
2. Environmental conditions during calibration must be noted on the certificate/record.
3. MME must meet manufacturer's specified accuracy.
4. The calibration procedure/work instruction used (i.e., check method; acceptance criteria) must be specified.
5. Any necessary safeguarding of MME will be done, to prevent inadvertent adjustments.
6. The calibration provider must report out-of-tolerance readings and perform adjustments/repair to bring devices within allowable tolerance.