Staffall Inc. Purchase Order Standard Terms and Conditions

1) **Seller Notice of Discrepancies** – Seller shall immediately notify Staffall Inc. in writing when discrepancies in Seller's process or Good are discovered or suspect Goods delivered or to be delivered under this Contract.

2) **Inspection and Test Records** – During the performance of this Contract and for a period of 10 (ten) years after acceptance of all goods to be delivered under this Contract, Seller shall keep and maintain all inspection and test records, and all other technical data generated under or related to this contract including, but not limited to, drawings, specifications, and manufacturing and process control records. Upon Staffall's Inc. request, Seller shall make available for inspection, and shall allow Staffall Inc. to make copies of, and take excerpts form, all such records and data.

3) **Changes** – Seller agrees to advise Staffall's Inc. Authorized Procurement Representative of any change, initiated by Seller, to the design, form, fit, or function of the goods furnished under this Contract. Furthermore, any change involving a substitution of material, changes in the Seller's manufacturing and/or acceptance process, or changes in manufacturing location will be submitted immediately in writing to Staffall's Authorized Procurement Representative for processing and review. Staffall Inc. will, within 15 days after receipt of the written notice, shall notify Seller of acceptance, rejection, or other status of such changes. In no event shall Seller incorporate all changes and revisions without Staffall's Inc. prior written approval. All goods to be delivered will incorporate all changes and revisions that appear by Staffall Inc. under this clause, commencing with agreed affectivity if such changes.

4) **Inspection** – At no additional cost to Staffall Inc., Services shall be subject to inspection, surveillance and test at reasonable times and places, including Seller's subcontractors' locations. Sell shall maintain and inspection system acceptable to Staffall Inc. for the Services purchase under this Contract. If Staffall Inc. performs an inspection or test on the premises of Seller or its subcontractors, Seller shall furnish, and require its subcontractors to furnish without additional charge, reasonable facilities and assistance for the safe and convenient performance of these duties.

5) **Rights of Staffall's Inc. Customers And Regulators To Perform Inspection, Surveillance And Testing** - Staffall's rights to perform inspections, surveillance, and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, flight safety and configuration control shall extend to the customers of Staffall that are departments, agencies or instrumentalities of the United States Government. Staffall may also, at Staffall's option, from prior written notice form Staffall's Authorized Procurement Representative, extend such rights to other customers of Staffall Inc. Seller shall cooperate with any such inspection, surveillance, test or review. Nothing in this contract shall be interpreted to limit United States Government access to Seller's facilities pursuant to law or regulation.

6) **Personnel Awareness:** Providers should insure that their personnel are aware of:
    a. Their contribution to product or service conformity.
    b. Their contributions to product safety.
    c. The importance of ethical behavior.

7) **Counterfeit Parts Control** – The supplier shall have a process to prevent counterfeit parts appropriate to the product/material. The process will ensure that counterfeit, or suspect counterfeit parts shall be controlled to prevent reentry into the supply chain.