

DES Purchase Order Terms and Conditions

1. *If unable to make shipment on date specified, notify DES procurement department at once.*
2. *No charges will be allowed for boxing, crating or cartage unless previously agreed. If through routing is not specified, ship by route providing lowest rate, otherwise excess will be charged to your Account.*
3. *The right is reserved to cancel this order if not filled in accordance with our delivery schedule.*
4. *This order is subject to modification in the event of fires, strikes or other conditions beyond our control.*
5. *PACKING LIST must accompany each shipment.*
6. *INVOICE must show our purchase order number, terms and full description of the material shipped.*
7. *All Invoices will be taken into Account as from date of receipt in our office.*
8. *This PURCHASE ORDER contains the entire contract between the parties, and no modification or variation of its terms shall be of any effect unless agreed to in writing, signed by both the DES and the Seller.*
9. *The Seller expressly warrants that all goods and services supplied pursuant to this order will comply with the specifications, drawings, description or samples furnished or specified by the DES and that the same will be of good quality material and workmanship, free from defects and fit for the purpose intended. The Seller agrees to defend, indemnify and hold harmless the DES from and against any and all claims, losses, damages and settlement expenses resulting from or arising out of a breach of the Seller's express warranties and those implied by statute, and of which DES notifies the Seller at any time.*
10. *Certificate of Conformance/Analysis shall include appropriate test data.*
11. *DES, their Customer, and any Regulatory Authority shall have right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.*
12. *Seller shall notify DES of any Process/Product/Supplier/Facility Changes which may affect the purchased product.*
13. *Seller shall notify DES of any Non-Conforming Process/Product found which may affect the performance or quality of the purchased product as received.*
14. *Disposition for all records must be held 5 Years. This includes all Quality Records related to the Purchase Order Certification of conformations for all raw material is requires upon receipt of goods.*
15. *The Supplier is to have qualified and competent persons to provide products and services.*
16. *The Supplier agrees to follow designated communication protocols ie. Emails etc.*
17. *The Supplier agrees to use PO designated approved external providers, sources and processes.*
18. *The Supplier agrees to implement a Quality Management System that:*
 - 1) *Flows down to external providers applicable requirements per the PO.*
 - 2) *Integrates in process and final inspection verification or validation of products and services*
 - 3) *Identifies critical items, key characteristics or special process as required by the PO*
 - 4) *Prevents the use of counterfeit components.*
 - 5) *Notifies DES of any changes in the processor products and services as required in the PO.*
 - 6) *Notifies the Purchasing Contact of non-conformances of products and obtain approval for their disposition.*
19. *Suppliers our evaluated on a yearly basis, through the use of a supplier score card.*
20. *The Supplier ensures that persons are aware of contribution to products and service, product safety and importance of ethical behavior*