



## **Purchase Order Terms and Conditions**

All purchased products or materials used in VSI product shall conform to applicable statutory and regulatory requirements.

Unless otherwise specified, suppliers providing products or materials to be used in VSI product shall be third party registered to ISO 9001:2008 by an accredited third party certification body.

VSI monitors supplier performance by the following indicators:

Quality;

On time delivery, including incidents of premium freight\*;

Customer disruptions, including field returns;

Special status customer notifications related to quality or delivery issues.

\*Note: Suppliers must notify VSI of premium freight charges, regardless of responsibility for these charges.

Neither supplier nor VSI shall be responsible for delays or defaults due to causes beyond their respective controls and without fault or negligence. If, at any time, supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the fact of the anticipated delay and its cause must be given to VSI immediately.

VSI requires suppliers to monitor the performance of their manufacturing processes. This information (including on time delivery, PPM, quality escapes) shall be provided to VSI upon request. VSI and/or customers of VSI reserve the right to visit supplier facility as needed.

Suppliers will provide VSI an accurate and complete NAFTA Certificate of Origin for those parts that qualify for NAFTA and an accurate and complete Country of Origin Affidavit for all parts.

Suppliers providing inspection, test or calibration services to VSI shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration. Suppliers shall also be third party registered to ISO/IEC 17025 or national equivalent.