



An ESCO Technologies Company

ISO9001
& AS9100
Certified

VACCO Industries
10350 Vacco Street, South El Monte, CA 91733
TEL 626.443.7121 FAX 626.442.6943

VI-PUR-013 Revision C

Total Pages: 5

Level: 3

Terms and Conditions Clauses: T0001 - T0009

Prepared by: _____
E Tucker, Manager, Purchasing Date

Approved by: _____
E Tucker, Manager, Purchasing Date

Approved by: _____
D Phipps, Sen Manager, Purchasing Date

Approved by: _____
J Gifford, Sen Manager, Supplier Quality Date

Approved by: _____
K Ellis, VP-Supply Chain Date

Approved by: _____
L Kahre, Sen QA Manager Date

PRINTED COPIES OF THIS DOCUMENT ARE UNCONTROLLED

Revision History

Rev	Date	Preparer	Control Number	Description of Change
2.0	03/13/2013	A Troncoso	DCR0000916	<p>This document was updated to replace reference to VI-PNM-101 revision of 3/09 to the current revision of 03/07/12.</p> <p>Also, various places the name Vacco Industries or Vacco industries was replaced with the correct format of VACCO Industries. Incorrect web addresses for FAR Clause Access were also updated.</p> <p>Other specific updates: WAS: Approved By: Ron Naus IS: Approved By: Emerita Tucker, John Harmon WAS: Each paragraph of section 5.0 made reference to PNM101 Revision 3/09. IS: All references to PNM101 were updated to reflect current released revision 03/07/12. WAS: Vacco Industries and Vacco industries in various locations. IS: VACCO Industries in all locations WAS: T0005 The following Terms and Conditions clauses from the Purchasing Notations Manual (VI-PNM101-3/09) apply to this purchase order. IS: T0005 (Blank) Not Used WAS: T0006 FAR NET ACCESS FAR CLAUSES: http://www.arnet.gov/far/ NASA FAR CLAUSE SUPPLEMENT: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm MSFC CLAUSES: http://www.ec.msfc.nasa.gov/msfc/msfc_uni.html IS: T0006 FAR NET ACCESS FAR CLAUSES: http://www.acquisition.gov/far/ NASA FAR CLAUSE SUPPLEMENT: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm MSFC CLAUSES: http://ec.msfc.nasa.gov/doing_business/</p>
2.1	01/08/2020	B Stocking	DCR0001842	<p>REMOVE THE DATE: VI-PNM101-03/07/12 from the following sections:</p> <ul style="list-style-type: none">-T0001-T0002-T0009 <p>Update website with the revision of the VI-PUR-013.</p> <p>REMOVE: the document identified as Purchasing Notations Manual, PNM 101, Sections 100-300</p> <p>Revision Date 1-27-14.</p>
C	10/02/2023	E Tucker	DCR0002397	<p>Updated to new format</p> <p>4.0 added PNM, and FAR</p> <p>T0004 added delivery penalty clauses</p> <p>T0006 – removed</p>

PRINTED COPIES OF THIS DOCUMENT ARE UNCONTROLLED

1.0 PURPOSE

To document and control the revision of clauses imposed on suppliers and subcontractors as related to penalties.

2.0 SCOPE

This instruction is applicable to those internal clauses related to penalty or conformity requirements that are published on purchase requisitions, purchase orders and on the Internet for supplier and subcontractor access. This document is **not** intended to define or control the usage of clauses.

3.0 RESPONSIBILITIES

3.1 Document Owner: Purchasing

3.2 Purchasing Manager: or assigned designee to update the internet web page upon approved changes. Shall approved changes to this document.

3.3 Supplier Quality Manager: or assigned designee shall approved changes to this document.

4.0 DEFINITIONS

Term or Acronym	Definition
EAR	Export Administration Regulations
FAR	Federal Acquisition Regulation
ITAR	International Traffic In Arms Regulations
MRB	Material Review Board
PNM	Purchasing Notations Manual
FAR	Federal Acquisition Requirements

5.0 REQUIREMENTS

5.1 Quality Engineer's will review the Purchasing Notations Manual (PNM 101) and utilize Appendix 1 below to add combinations of terms and conditions that are required to be included into Purchase Orders to ensure product or contract conformity.

6.0 REFERENCES

- PNM 101 – Purchasing Notations Manual

Appendix 1

Terms and Conditions Clauses: T0001 - T0009

VACCO Industries is committed to providing a work environment that is free of discrimination and harassment including sexual harassment. VACCO Industries expects all its employees as well as visitors to our facility to conduct themselves in a professional manner.

Complaints of unprofessional behavior or harassment by any party will be thoroughly investigated. If the allegations of harassment are substantiated, the company will take swift and appropriate action.

The data attached/enclosed may contain information (including technology and technical data) which is subject to the U.S. International Traffic in Arms Regulations (ITAR) or Export Administration (EAR). This information may not be exported, released, or disclosed to foreign persons either inside or outside the United States without first obtaining the proper U.S. Export License or written authorization. In addition, the information and articles herein are either patented or proprietary, and the copying or reproduction thereof is prohibited without VACCO's written consent. Any request for modification to this purchase order must and shall be requested thru the buyer referenced on this purchase order. Failure to do so will make such request null and void. Acceptance of such requests will be acknowledged by formal modification to the purchase order.

T0001 101,108,109,110

The following Purchasing Notations clauses apply to this purchase order: 101, 108, 109 and 110.

VACCO Terms and Conditions 5.0 INSPECTION applies regardless of any other agreements.

T0002 101,102,103,108,109,110,112

The following clauses apply to this purchase order: 101, 102, 103, 108, 109, 110 and 112.

VACCO Terms and Conditions 5.0 INSPECTION applies regardless of any other agreements.

T0003

VACCO Terms and Conditions 5.0 INSPECTION applies regardless of any other agreements.

T0004

Deliveries of Products shall be made in quantities and at the times specified in the purchase order and the parties hereby acknowledge and agree that time is hereby expressly made of the essence of this Order. Buyer reserves the right to reject or return to Seller, at Seller's risk and expense, all Products shipped later than or in advance of the time specified for delivery, or to defer payment for advance deliveries until the scheduled delivery date. Buyer reserves the right at any time, by written notice to Seller, to change the delivery schedules, or to direct temporary suspension of scheduled shipments or work, without any additional charge.

Seller shall promptly notify Buyer, in writing, of any anticipated or actual delay, the reasons therefore and the actions being taken by Seller to overcome or minimize delay. If requested by Buyer, Seller shall, at Seller's expense, ship via air or expedite routing to avoid or minimize the delay to the maximum extent possible. In the event of a delay, Buyer

may terminate this Order, in whole or in part, without liability to Seller. In addition to any rights which Buyer may have hereunder, at law, or in equity, Seller shall pay liquidated damages to Buyer for delay in the delivery of the Product or any part thereof, which is the subject of an Order. Liquidated damages will be calculated from the first day of the delay until the day the Product is received. The amount of the liquidated damages will equal one percent (1%) per day of the value of the delayed Product and shall accrue from the first day of the delay, up to a maximum of fifteen percent (15%) of the value of the delayed Product. However, for delays exceeding fifteen (15) days, Buyer shall have the right to claim actual damages from Seller in lieu of the liquidated damages. In such case, Seller shall pay upon Buyer's demand the full amount of all damages suffered by Buyer on account of Seller's failure to meet the delivery schedule, including, but not limited to, the cost of acquiring the Products from another source that exceeds the price specified hereunder, Buyer's acquisition costs, and liability to Buyer's

Customer, arising out of the delay in delivery.

T0005 (Blank) Not Used

T0006 (Blank) Not Used

T0007

VACCO Industries is committed to providing a work environment that is free of discrimination and harassment including sexual harassment. VACCO Industries expects all its employees as well as visitors to our facility to conduct themselves in a professional manner. Complaints of unprofessional behavior or harassment by any party will be thoroughly investigated. If the allegations of harassment are substantiated, the Company will take swift and appropriate action.

T0008

The data attached/enclosed may contain information subject to the ITAR or EAR. This information may not be exported, released, or disclosed to foreign nationals without first complying with the export license requirements of the ITAR and EAR. Articles described herein are either patented or proprietary - partial copying or reproduction of this article and attachments are prohibited without prior consent.

T0009 101,108,109,110

The following Terms and Conditions clauses apply to this purchase order: 101, 108, 109 and 110.