
	STA-FM-PUR-7.1 Calibration Terms & Conditions	
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		Marmon Holdings, Inc. <small>A Berkshire Hathaway Company</small>

FUTURE METALS TERMS & CONDITIONS OF CONTRACT OF CALIBRATION

1 Entire Agreement Acceptance. This Purchase Order (PO), including these Conditions of Purchase (collectively “Order”) is an offer by Future Metals, LLC (“Buyer”) and supersedes all other agreements, oral or written, and all other communications between Buyer and the person or entity to whom this Order is addressed (“Calibration service provider”) suggesting additional or different terms, and represents the final and complete understanding of the parties. This Order expressly limits acceptance to these terms, and any proposal for the addition of different terms or any attempt by Seller to vary in any degree any of the terms hereof is hereby deemed material and objected to and rejected. No terms of any document or forms submitted by the Calibration service provider shall be effective to alter or add to the terms and conditions contained in this Order. Unless otherwise stated herein, the calibration service providers acknowledgement of this Order or commencement of any work or performance of any Services hereunder shall constitute acceptance by the service provider of this Order and all its terms and conditions.

2. Prices. (a) All prices are firm as stated on Future Metals PO and include all costs and expenses; and (b) payment terms are net 45 and discounts shall be taken from the later of the date of the receipt of a complete and accurate invoice or Buyer’s acceptance of Services. No invoices may be rendered by the service provider until after newly calibrated tools have been shipped or the Services rendered. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

3. Delivery. The supplier is under obligation to precisely indicate our order numbers on all shipping and delivery documents. Should he fail to do so, payment processing may be delayed, which we shall not be liable to. The calibration supplier is under obligation to package the goods for the necessary transportation to us to avoid damage under normal handling of the goods. The costs of handling shall be borne by the supplier.

4. Service. Upon acceptance of Future Metals purchase the calibration supplier confirms that all services provided shall be conducted in accordance to and in conjunction with applicable recognized National and International standards for calibration services. Namely, (UKAS -UK) (PCA - POLAND) (NMC – SINGAPORE) (NABLA – INDIA) (RvA – NETHERLANDS) (NIST – USA) Upon completion of calibrations the service provider shall supply Future Metals (unless otherwise agreed) with a certificate of calibration for each tool. Certificates should clearly state the following:

- A 6 month recall date from the date of the calibration,
- Future Metals tool number,
- Actual calibration date,
- test conditions and temperatures,
- the basis of test(s) carried out and procedure used,
- any uncertainty of recorded measurements or readings,
- nominal accuracy achieved.

Failures shall be reported to Future metals at the earliest opportunity and reports shall be provided by the service provider specifying the deviation from allowable tolerances and the methods used in which the deviation was found.

5. Entire agreement

The above terms of service constitute the entire agreement of the parties and supersede all preceding and contemporaneous agreements between the service provider and Future Metals. Any waiver of any provision of the terms service will be effective only in writing and signed by QA representative of Future Metals.

The supplier shall also comply with our SCC Supplier Code of Conduct and other Applicable regulations as specified in <http://www.futuremetals.com/company/suppliers/>

The information contained herein is proprietary to Future Metals LLC. It is not to be disclosed, copied, or otherwise transmitted without the prior written consent of Future Metals LLC.

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