



PURCHASE ORDER

Billing Address:

KEY TRONIC JUAREZ, SA DE CV
KT J-931117-P55 MAGNETO # 950
CD. JUAREZ, CHIH 32380
Mexico

Order Number:	53840136		
Order Date:	07/23/24	Page:	1
Revised Date:	07/23/24	Revision:	0
Buyer:	ARNULFO BRAVO ARRIAGA		

DUPLICATE

Supplier: 62000575

INDUSTRIAL ELECTRICA DE
JUAREZ, S.A. DE C.V.
AV. L.MATEOS NO. 2050 L-F-3
CENTRO COMERCIAL EL PASEO
JUAREZ, CHIH
Mexico
Attention: SR. ALBERTO GARCIA

Ship To: 00000005

KEY TRONIC JUAREZ, SA DE CV
KT J-931117-P55
MAGNETO # 950
PARQUE INDUSTRIAL GEMA
CD. JUAREZ
Mexico

Conf Reqd: Yes

Buyer: ARNULFO BRAVO
ARRIAGA

Contact: SR. ALBERTO GARCIA Supplier Telephone: 13 86 76

Credit Terms: Net 45

Ship Via: DELIVER

Due 45 Days from Invoice

Incoterms: FCA CD. JUAREZ

Remarks: Country of Manufacture and NAFTA Certification (if applicable)
required with each shipment
REQUESTED BY FERNANDEZ SALOME ADRIAN P2

Ln	Item Number	T	Due Date	Qty Open	UM	Purchase Cost	Extended Cost
1	37F614T863G1	N	09/07/24	1.0	pz	22,000.000	22,000.00
	Site: jz Revision: No Rev Drawing: Not Available						
	Type: Memo						
	Item Not In Inventory						
	Pur Acct: 11223		Cost Ctr:		Project:		
	Motor Baldor 7.5 hp.						

On time delivery is calculated as 3 days early, 0 days late.

*This order subject to terms and conditions on the following pages

Non-Taxable: 22,000.00

Currency: MXN

Line Total: 22,000.00

Taxable: 0.00

Total Tax: 0.00

Tax Date: 09/07/24

Total: 22,000.00

By: _____

ARNULFO BRAVO ARRIAGA

Keytronic Purchase Order Terms & Conditions

- 1. ACCEPTANCE:** The order becomes a binding contract subject to its terms and conditions when accepted by acknowledgment or commencement of performance. If deviations are required, supplier must make request prior to shipment.
- 2. INSPECTION & PAYMENT:** All articles purchased under this order are subject to final inspection by Key Tronic. Any defective articles will be returned at seller's expense.
- 3. PACKING:** No charge is allowed for packing or similar costs.
- 4. WARRANTY:** Seller warrants that the product or service delivered meets all written and/or implied warranties. Any item not complying with the warranty will be returned at seller's expense. Seller shall also be responsible for Key Tronic material damage or costs involved in replacing article not meeting warranty conditions.
- 5. CEILING PRICES:** All pricing is governed by the lower of the contract price or ceiling price whichever is lower.
- 6. PATENT PROTECTION:** Key Tronic is not liable for infringement by seller of patents in regards to articles purchased on this order.
- 7. ENGINEERING & TOOLING:** All designs, tools, patents, and drawings supplied by the buyer, or by the seller, especially for this order, shall remain the property of the buyer and seller agrees not to use the same in manufacture or design for others if included in the price of the articles purchased.
- 8. TAXES:** Buyer shall not be liable for any federal, state, or local taxes unless separately stated and billed.
- 9. CHANGES:** Buyer reserves the right to make changes at any time. Any price of time adjustment must be mutually agreed upon by both buyer and seller.
- 10. TERMINATION:**
 - (a) Buyer may terminate or cancel this order in whole or in part, without liability to the buyer, if deliveries are not made at the time and in the quantities specified, or in the event of a substantial breach of any of the other terms or conditions hereof;
 - (b) Buyer may also terminate this order, in whole part, even though seller is not in default hereunder and no breach hereof has occurred, by notice in writing at any time; such notice shall state the extent and effective date of termination and upon the receipt by seller of such notice. Seller will, and as to the extent prescribed by the buyer stop work under this order and placement of further orders or subcontracts hereunder, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in the seller's possession in which the buyer has or may acquire an interest. If the parties cannot by negotiation agree within sixty (60) days from the date of the termination notice, or within such further time as may be agreed by the parties upon the amount of fair compensation to seller for termination pursuant to the immediately preceding sentence the buyer, in addition to making prompt payment of full settlement of all claims of seller by reason of such termination, the following amounts without duplication:
 - (i) The contract price for articles or services completed in accordance with the contract and not previously paid for.
 - (ii) Actual costs incurred by seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the contract, including liabilities to subcontractors which are so allocable, and excluding any charge for interest or materials which may be diverted to other orders.
- 11. ASSIGNMENT INSOLVENCY AND BANKRUPTCY:**
 - (a) Neither this order nor any interest under it shall be assigned by seller without the prior written consent of buyer, except that claims for monies due or to become due under this order may be assigned to a bank, trust company or other financing institution, including any federal lending agency by seller without such consent. Buyer shall be furnished with two signed copies of any such assignment. Payment to assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which buyer may have against seller in price with seller under the terms of this order notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.
 - (b) In the event seller shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver be appointed of seller's property or business, buyer may, at its option, cancel this order.
- 12. RESPONSIBILITY FOR PROPERTY:**
 - (a) Buyer, for its sole benefit, insures materials, tooling models, patterns, drawings and other personal property belonging to buyer against loss or damage, resulting from fire, lightning, cyclone, tornado, windstorm and hail, explosion, aircraft or vehicle, smoke, sprinkler leakage, strike, riot and civil commotion, vandalism and malicious mischief, subrogating or assigning to its insurance carriers all of its rights or recovery against others who maybe legally liable for loss of, or damage to its property resulting from negligence or wrongful acts or omission of seller, its representative, agents or employees.
 - (b) Seller shall be liable for any loss or destruction or of damage to government property furnished to it by the government or buyer and shall be responsible for returning any such property in as good condition as when received, except for reasonable wear and tear of for the utilization of it in accordance with the provisions of this order.
- 13. REPRODUCTION RIGHTS:** Buyer does not grant to seller (1) any reproduction rights to the articles ordered or (2) any rights to use designs, drawings or other information belonging to or supplied by buyer in the manufacture or design of articles or materials for any other than buyer.
- 14. DISCLOSURE OF INFORMATION:** Seller shall not, without the prior written consent of buyer, disclose information relative to this order, except as may be required to insure performance.
- 15. COMPLIANCE WITH LAWS:** Seller agrees to comply with all applicable local, state, federal laws, executive orders and regulations issued pursuant thereto, specifically including Executive Order 11246, The Viet Nam Era Veterans Readjustment Act of 1974 and the Rehabilitation Act of 1973, and agrees to indemnify Buyer against any loss, cost, liability or damage by reason of Seller's violation of this paragraph.
- 16. CONDITIONS APPLICABLE TO ORDERS PLACED UNDER GOVERNMENT CONTRACTS OR SUBCONTRACTS:** Seller must comply with all laws and government provisions covering secrecy, employment of aliens, non-discrimination, domestic articles, Walsh Healy Act, limitation of profit, termination, subcontracting and subcontracts, agrees to indemnify buyer against any loss, cost, liability or damage to buyer by reason of seller's violation of this paragraph.
- 17. SELLER QUALITY AND FLOWDOWN REQUIREMENTS**
 - (a) Quality System - The Seller shall maintain a quality system that meets (as a minimum) the requirements of ISO9001.
 - (b) Record Retention - Seller shall establish and maintain records providing evidence of the conformity of products produced under buyer's purchase order for a minimum of ten years, unless otherwise specified. Records shall be made available to buyer, its customers and/or regulatory agencies upon request and stored to protect from damage, deterioration or loss, and easily retrievable for review. Upon records retention requirements expiration and lacking any further need for seller to hold buyer's documents. Buyer's documents shall be destroyed by seller.
 - (c) Nonconforming Product - Seller shall notify buyer of any potentially nonconforming product prior to shipment and await approval by buyer before product is shipped. Non-conforming product includes any product deemed to be the product of or subject to counterfeit or suspicious material or services. Upon approval, nonconforming product must be clearly identified and packaged separately from any other product in the shipment. Seller shall immediately (and in no event later than twenty-four (24) hours after discovery) notify buyer in writing of any nonconformance condition discovered after purchased product has been shipped to buyer. (d) Product Quality - Seller shall certify and provide defect-free product that meets or exceeds all specified quality requirements.
 - (e) Flow-Down Requirements - Seller shall flow-down to sub-tier suppliers the applicable requirements as required by the purchase order either specifically or by reference.
 - (f) Changes - In product, processes, definitions, services or seller's location ("Changes") - Seller shall obtain written approval from buyer prior to initiating any change when such change affects the buyer's processes, products, definitions or seller's location. This includes any changes that may affect form, fit, function, safety, reliability or weight. This also includes use of any buyer (or buyer customer) specified sub-tier suppliers or processors. Buyer reserves the right for approval of the product, parts and/or materials used, processes performed or equipment utilized by the seller in fulfilling the purchase order.
 - (g) Right of Access - Seller agrees to the right of entry and access buyer, its customers or regulatory agencies into all facilities and access to all quality records involved under the performance of the purchase order or contract upon request.
 - (h) Calibration System - Seller shall maintain a calibration system that meets the requirements of ISO 17025, ISO 10012-1, ANSI-Z540-1 or MIL-STD-45662.
 - (i) Calibration Services - Providers of calibration services shall be registered to ISO 17025 or demonstrate that it operates in compliance with an internationally recognized standard, (preferably covered by a multilateral agreement and obtaining a certificate bearing the accreditation logo). It is required that the "As Received Condition" be documented on the calibration certificate.
 - (j) Part Packaging and Identification - Parts must be packaged in accordance with industry standards to prevent damage, deterioration, and potential contamination by foreign objects throughout the delivery process.
 - (k) Identification Traceability - Parts and materials shall be identified by the drawing and specification requirements and traceable to all certifications and test reports. Items too small to directly identify may be bagged and tagged.
 - (l) Document Control Requirements - Seller shall maintain a document control process which ensures the latest technical data is easily identifiable and available at the point of use. The document control system must include provisions for approval, review, update and re-approval. The distribution of documents must be controlled to prevent unintended use of obsolete technical data. Seller shall be responsible for obtaining and maintaining the correct revision of technical data specified in the buyer purchase order, or by reference.
 - (m) Raw Material - Seller shall provide certifications of materials which include the mill certificate or material test report. Test results may include the chemical and/or physical analysis for product shipped to buyer.
 - (n) Shelf Life Materials - Seller shall provide certification which indicates the manufacture date, lot number, expiration date or length of shelf life, and storage requirements. The Seller shall identify all materials which have definite characteristics of quality degradation due to age or environment. The Seller shall indicate on the material or container the expiration date and storage conditions required to achieve the stated life. Shelf life items must have at least 75% of their shelf life remaining at time of receipt.
 - (o) Shipping Documents - Seller shall provide shipping documents including a packing sheet, applicable certification of conformance, and applicable documentation to support product conformity.
 - (p) Correction and Preventive Action Process - Seller shall complete and submit corrective action report by the due date indicated on the request. Buyer reserves the right to reject inadequate responses and to verify corrective action has been implemented to ensure the root cause has been eliminated.
- 18. ENVIRONMENTAL POLICY:** Seller certifies that all articles purchased under this order are in full compliance with the Key Tronic Environmental Policy.
- 19. ORIGIN:** Seller will provide buyer with an appropriate certification stating the country of origin for the products sufficient to satisfy the requirements of the customs authorities of the country of receipt and any applicable export licensing regulations, including those of the United States. Seller will mark each product with the country of origin, and in marking products will comply with the requirements of the customs authorities of the country of receipt.