

## SUPPLIER TERMS AND CONDITIONS



These Terms and Conditions are applicable to any and all Purchase Orders, Change Orders, and Amendments and Addenda thereto.

Twist Inc. reserves the right to change, alter, cancel, move in or move out scheduled quantities and due dates based on customer schedules.

All orders reflect firm scheduling for 30 days based on our customer's firm commitment. Orders beyond 30 days are for planning and forecast purposes only. Any in-process or finished good quantity above the 30 day firm commitment shall be the Supplier's responsibility.

The purchase quantity stated on Blanket Purchase Orders reflects an estimated volume based on our customers planned releases and forecasts. Releases may be added as needed. Twist Inc. makes no implied or stated guarantee as to the stated blanket order quantity due to the volatility in customer scheduling and commitment.

Due dates represent date product is due on Twist Receiving Dock.

No under shipments will be allowed. Over shipments are permitted up to 10% of the release quantity. Any over shipment will be deducted from the next regularly scheduled release.

A Supplier's delivery or quality failure that results in damages to Twist Inc. and its customers i.e. Premium Freight, Line Down Charges, Excess Labor, Set-up Charges, Administrative Fees etc. will be charged back 100% to Supplier plus a 15% administrative fee payable to Twist Inc.

Supplier is to perform all tests, quality inspections, and supply supporting documentation, including raw material certifications at no additional cost. If some or the entire product does not satisfy the requirements, then one of the following can occur:

- Twist to reject part or all of the lot and Supplier is to replace. (Supplier is liable for any return freight or extra cost)
- Supplier charged for any freight involved in obtaining replacement raw material from another source.

Twist may cancel the order in any of the following circumstances:

- Failure of Supplier to make delivery within specified time and/or failure to meet purchased specifications.
- Failure of Supplier to supply quality product.

Shipments are to be received no more than one day early or no more than one day late. Failure to comply with this time line will result in penalties as outlined in the Supplier Quality and Delivery Performance Expectations.

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Twist Purchase Order Number must appear on all Invoices, Bills of Lading, Shipping Containers, Packing Lists and Correspondence.

Packing Lists and Certifications are required with each shipment. The Certification must indicate all applicable specifications for each line item. Failure to provide a certification or supplying an incorrect certification with each shipment will result in penalties as outlined in the Supplier Quality and Delivery Performance Expectations.

Shipments must have a tag with Supplier Name, Size, Type and Heat Number identified.

Shipments must contain no more than two (2) heat lots of raw material.

Packing Lists and Bills of Lading must be noted that our shipping and receiving docks close at 4:00pm.

Acceptance of this Purchase Order shall permit Twist Inc, its customers and/or regulatory agencies the authority to audit a Supplier's Quality System and Procedures.

The Supplier's Quality Assurance System and Procedures shall satisfy the fundamental quality system requirements of ISO9001 or TS16949.

Written confirmation of the Purchase Order is required within three business days.

Suppliers are expected to comply with our Supplier Quality and Delivery Performance Expectations as shown on our website at [www.twistinc.com](http://www.twistinc.com) and/or by requesting a copy from our Purchasing Department.