



Terms and Conditions for Purchase Orders and Vendors

As a condition for being initially selected as a supplier of goods and services to GNPGraystar, and to remain an approved supplier, GNPGraystar requires your organization to comply to the following:

1. Unless otherwise approved by GNPGraystar, supplier shall develop and maintain a Quality Management System that is third party certified to ISO9001:2015, ISO/IEC17025:2017, or IATF16949-2016.
2. Personnel performing work affecting quality shall be competent and qualified based on established criteria regarding education, experience, skills, and training. Your organization is responsible for determining acceptable standards and for monitoring that they are being met. Your organization is also responsible for ensuring that personnel performing work affecting quality within your organization's control are aware of a) their contribution to product or service conformity and b) their contribution to product safety.
3. All GNPGraystar purchase orders will state or include, where applicable, required industry standards, customer standards, and vendor work instructions, hereinafter collectively called "product specifications". These product specification documents will include, where applicable, revision levels of the industry or customer product specifications. You will be required to ensure that all revision levels are identified on all documents and records used by your organization to process the order. Your organization is responsible for ensuring that the product and paperwork along with it is in conformance with the purchase order requirements.
4. Notify GNPGraystar of any non-conforming product and we will advise your organization of the disposition of the non-conforming product. Non-conforming product can be addressed in one of the follow manners:
 - a. Accept as-is for intended or alternate application with any deviations approved by GNPGraystar.
 - b. Re-worked, re-inspected
 - c. Disposed of
5. Notify GNPGraystar of changes in product and/or process definition, change of suppliers, change of manufacturing facility location and, where required, obtain GNPGraystar approval.
6. Convey any delay in shipments to GNPGraystar purchasing as soon as the delay is known. Any changes to the contract requirements by the vendor must be approved by GNPGraystar in writing.
7. Maintain adequate records of all product inspections and tests. Records shall be kept for a period of ten years after final payment for supplies or services.
8. Provide certificate of analysis or conformance as requested.
9. Provide Safety Data Sheets (SDS) and/or certificate for all products purchased.
10. Include Country of Origin on commercial invoices and packing slips for product originating and shipping from outside the USA. All materials supplied to GNPGraystar must comply with the Uyghur Forced Labor Protection Act (H.R. 6256), section 307 of the Tariff Act of 1930, and the Congo Conflict Minerals Act of 2009.
11. Lot #s required on all packaging.
12. Include GNPGraystar purchase order number on all packing slips, invoices, and certificates of analysis/ conformance.
13. All products and packaging must be new, unused, and in good condition. Wrong products, damaged product, and/or shipping damage will be rejected.
14. GNPGraystar reserves the right to cancel this order if the product does not conform to the quantities, delivery method, or delivery date indicated on the purchase order.
15. Unless noted, standard payments terms are net 30 days.
16. If necessary, provide right of access to GNPGraystar, their customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and all applicable records.
17. A supplier's performance will be measure monthly. We measure and evaluate performance in two major areas: Quality and On-time / In-full. Deficient scores may result in the issuance of a Corrective Action request, or the removal from GNPGraystar's approved supplier list.