

Purpose:

This document identifies service requirements between Amphenol Borisch Technologies, 4511 East Paris S.E., Grand Rapids, MI 49512 (ABT) and _____ (Vendor) with address of _____. This agreement addresses operations and support requirements needed to assure a successful business engagement.

Definitions:

- "Consignment Store" is a bonded warehouse located on ABT's premises in Grand Rapids, MI; Mesa, Arizona; or Nogales, Mexico/AZ.

ABT's Responsibilities:

- ABT will provide a forecast to the Vendors every Monday via an emailed tab delimited text file, unless Monday falls on a holiday in which case the forecast will be sent the next business day. (See ABT Consignment Forecast Instruction)
- If a price change cannot be agreed upon after notification by Vendor, the Buyer will remove the part from the consignment program within 28 calendar days after notification. (see below for Vendors responsibly to notify Buyer of price changes 28 calendar days before forecasted release date).
- On a quarterly basis ABT buyer will review minimum ship quantities and compare to forecast. Any parts shipped in excess of the forecasted requirements and outside of the quoted minimum quantities may be returned to Vendor, at Vendor's expense.
- ABT will pull material that has aged 180+ days in the consignment store within 10 days of vendor request.

Vendor Responsibilities:

- The Vendor will provide ABT with their *standard lead time*, minimum ship quantity, and pricing for each part prior to the part being added to consignment. ABT will assume the minimum pull quantity will be one piece unless otherwise stated by Vendor.
- Vendor is responsible to review ABT's weekly forecast and manufacture or order parts as needed to meet forecast requirements.
- Vendor is responsible to notify ABT after weekly review of consignment forecast if demand is required within lead-time, or if manufacturing constraints are noted by Vendor and due to these issues the Vendor cannot meet forecasted delivery requirements.
- Allocation and manufacturing issues that will cause a disruption in delivery will be communicated to ABT within 5 days of discovery but no less than 28 days prior to ABT's required dock date.
- The Vendor will maintain a minimum of 28 calendar days but no more than a maximum of 42 calendar days' worth of inventory in the Consignment Store.
- If Vendor fails to properly plan according to ABT's forecast or fails to notify ABT of any issues, they will be accountable for any premiums ABT incurs for expediting new orders.
- Vendor agrees to hold pricing for a minimum of 12 months after the receipt of ABT's PO.
- Upon concluding the first 12-month period after PO receipt, in the event of a price increase the Vendor will notify ABT at a minimum 28 calendar days prior to the ship date and provide adequate documentation as determined by ABT justifying the price increase. Price increases will not go into effect until confirmation from ABT is received. Material in transit or on ABT's dock is not eligible for price increases.
- In the event of a price decrease the Vendor will notify ABT at a minimum 14 calendar days prior to the forecasted required date. Vendor shall specify whether price reduction applies to a specified quantity or if the blanket order should be updated for all future receipts.
- When demand falls below minimum required order quantity (MOQ) and the purchase will cause ABT to purchase excess material greater than \$500.00 the Vendor will contact ABT to see if different purchasing and/or packaging option is available to avoid the procurement of excess material.
- Vendor is to supply parts based on the quoted agreed-upon minimum/multiples unless previously approved by ABT Buyer and the PO has been updated to reflect the new agreed-upon quantity.
- Vendor is required to have 10% but no more than \$500 in value of next 12 weeks' worth of demand at vendor's facility at all times to satisfy ABT's safety stock requirements
- Vendor has the right to count and inspect the Consignment Store during normal business hours, upon providing 24 hours of notice to ABT
- Vendor is responsible for insuring the consignment stock in the Consignment Store

End of Life Procurement / Life Time Buy:

- Any End-Of-Life (EOL) procurement will be managed via a standalone agreement on a part by part basis. A separate agreement will be prepared in support of any EOL material purchased by the Vendor.
- If a part becomes EOL, Vendor must notify ABT with documentation from the manufacturer. The consignment PO must be referenced in the communication to ABT. At this time it will be determined if an alternate can take the place of the original part number or the consignment PO will be closed.

ABT Consignment Agreement

- It is the responsibility of the Vendor to contact ABT Buyer if EOL part remains on the forecast 28 calendar days after EOL notification.

Terms and Conditions:

- In addition to the terms and conditions contained in this Consignment Agreement, ABT's standard Terms and Conditions shall apply. In the event of a conflict between the terms and conditions in this Agreement and ABT's standard Terms and Conditions, this agreement shall prevail.
- No part shall be considered Non-Cancelable Non-Returnable (NCNR) unless a NCNR has been agreed upon and signed by both parties before PO placement.
- Payment will be made to Vendor in 90 calendar days of receipt of Vendor's invoice or previously agreed upon payment terms will apply, at ABT's election. Vendor may invoice for parts which are shown to be pulled per ABT's Daily Receipt and Consumption Report.

Liability:

- ABT will be liable for material that the Vendor has procured to fill per the *current lead time** pipeline based on demand showing on ABT forecast. (Before contacting ABT with material liability issues Vendor to make all efforts to sell excess inventory to other Customers.)
 - **Current lead time* is based on the lead time quoted to ABT at time of order creation as noted under 'Vendor Responsibilities', the first bullet, but not to exceed 30 weeks.
- In the event the Vendor is more than a week late to ABT's forecast, ABT may reject late shipment if parts were procured elsewhere by ABT Buyer.
- If ABT notifies Vendor of a purchase order termination, outside of a delinquent release termination, Vendor has 10 calendar days to present ABT with the number of units ABT is liable for. If ABT is not informed within the given 10 days ABT will assume no liability. At this time any excess inventory held in the Consignment Store will be returned.
- Any product located at ABT when entering into this agreement will be transferred to the Consignment Store immediately.
- The title of the stock in the Consignment Store rests with the Vendor until it is pulled for consumption by ABT.

Severability:

- Unenforceability or invalidity of one or more clauses in this Agreement shall not have an effect on any other clause in this Agreement. If it is possible, any unenforceable or invalid clause in this Agreement shall be modified to show the original intention of the parties or removed in its entirety.

Termination:

- In the event of a Vendor change request pertaining to pricing, availability (including but not limited to EOL and allocation) or minimum/maximum quantities, if agreement isn't reached between the Vendor and ABT PO can be terminated by notification through email by ABT Buyer. ABT will be liable only for product falling under the original order details
- This Consignment Agreement can be terminated for any reason and at any time as long as both parties are in agreement

Vendor Name	<input type="text"/>	Vendor Code	<input type="text"/>
Vendor Address	<input type="text"/>	NCNR Parts Included (Y/N)	<input type="text"/>
Contact	<input type="text"/>	Contact Email	<input type="text"/>
	<input type="text"/>		<input type="text"/>
Special Terms	<input type="text"/>		

Who should receive (up to 4):

Weekly Forecast		Release File	
1	Name	1	Name
	Title		Title
	Email		Email

8 Rev 2
8

Page 2 of 8

ABT Consignment Agreement

2

Name	
Title	
Email	

2

Name	
Title	
Email	

3

Name	
Title	
Email	

3

Name	
Title	
Email	

4

Name	
Title	
Email	

4

Name	
Title	
Email	

I understand and agree to the terms and responsibilities in this agreement.

X

ABT Representative
Printed Name
Title
Click here to enter a date.
Date

X

Vendor Representative
Printed Name
Title
Click here to enter a date.
Date