

### 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.

### 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 Replenishment Forecast Instruction)
- As releases are required an ABT Buyer will create a new line on the applicable Blanket PO for the release quantity.
- ABT Buyer will send release two weeks prior to forecasted demand date based on min/mult previously agreed upon between Vendor and ABT Buyer.
- The releases will be provided to the Vendor via an emailed tab delimited text file titled "*Vendor code\_replen\_releases.txt*." This will be emailed daily if releases occur. (See ABT Replenishment Release Instruction) For Vendors working with ABT through EDI, releases will be sent through EDI.
- If requirements drop-in within lead time, ABT Buyer should be notified by Vendor to allow ABT Buyer to update the purchase order to reflect the correct delivery date based on lead time and/or the correct quantity and agreed-upon min/mult where applicable.
- If a price change cannot be agreed upon after notification by Vendor, the Buyer will remove the part from the replenishment agreement within 28 calendar days after notification. (see below for Vendors responsibly to notify Buyer of price changes 28 calendar days before forecasted release date).

### Vendor Responsibilities:

- The Vendor will provide ABT with their *standard lead time*, pack quantity, minimum ship quantity, and pricing for each part prior to the part being added to the replenishment system.
- 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 replenishment forecast if demand is released within lead-time, minimum order quantity or multiples have changed, 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 ensure that parts will dock within 10 working days of ABT generating a release (PO release Promise Date).
- 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 release 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.
- In the event of a price decrease the Vendor will notify ABT at a minimum 7 calendar days prior to the release date. Vendor shall specify whether price reduction applies to a specified quantity or if the blanket order should be updated for all future releases.
- 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 parts on their dock 28 days prior to the forecasted required dock date
- Vendor is required to have 10% but no more than \$500 in value of next 12 weeks' worth of demand on hand at all times to satisfy ABT's safety stock requirements

### 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 replenishment 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 replenishment PO will be closed.
- It is the responsibility of the Vendor to contact ABT Buyer if EOL part remains on the forecast 28 calendar days after EOL notification.

# ABT Replenishment Agreement

**Terms and Conditions:**

- In addition to the terms and conditions contained in this Replenishment 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.
- FOB is Destination for all replen Purchase Orders

**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 on a replenishment release ABT may cancel delinquent release with no liability.
- If ABT notifies Vendor of a purchase order termination, outside of a delinquent release termination, Vendor has 14 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.

**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 Replenishment 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	<input type="text"/>
	Title	<input type="text"/>
	Email	<input type="text"/>

1	Name	<input type="text"/>
	Title	<input type="text"/>
	Email	<input type="text"/>

2	Name	<input type="text"/>
	Title	9 Rev 2
	Email	8 <span style="float: right;">Page 2 of</span>

2	Name	<input type="text"/>
	Title	<input type="text"/>
	Email	<input type="text"/>

# ABT Replenishment Agreement

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