

# Terms and Conditions

## AS9100D Purchasing Standard Terms and Conditions

**General:** As a Supplier/Vendor to Mil Spec Works it is understood that your organization agrees to meet the following stipulations AS9100D requirements whenever Mil Spec Works Purchase Order is accepted, these requirements are, therefore, to be considered as terms and conditions to all purchases.

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendor's Quality Management System. Standard QMS Requirements Include:
  - a. Vendors providing special processing must maintain a system for validating processes.
  - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Vendor is required to:
  - a. Notify our organization of nonconforming product.
  - b. Obtain our organization approval for nonconforming product disposition.
  - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.

- d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
9. The Vendor is required to retain all Records associated with the Purchase Order for 7 (seven) years or as required by contract.
10. Right of access by our organization, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
11. All vendors providing Calibration Services must be Certified ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
12. Seller shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller.
13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.
14. Counterfeit Product: All product provided to Buyer shall consist of new materials and authentic products only. Buyer must be contacted in the event that Vendor becomes aware of Counterfeit Product. Product will be considered Counterfeit if Purchase Order calls manufacturer name and required manufacturer is not supplied. In order to prevent and mitigate for Counterfeit product, all suppliers must be AS5553 and AS6174 or comparably compliant with a Counterfeit protection plan in place. A Counterfeit part is defined by Buyer as a part that is one or more of the following – an illegal or unauthorized copy or substitute of an original equipment manufacturers item; an item that does not contain the proper materials or components as required by the OEM specifications; an item that is used, refurbished or reclaimed and represented as new; an item that has/does not successfully pass all OEM testing requirements; or an item with labeling, marking or design (with or without intent) that could mislead one into believing an item is something that it is not.
15. Standards of Business Ethics and Conduct: This clause shall be flowed to subordinate suppliers at all tiers.
  - a. Buyer will conduct its business fairly, impartially, and in an ethical and proper manner.
  - b. Seller shall conduct its business fairly, impartially, and in an ethical and proper manner.

- c. Supplier shall implement an awareness program to ensure employees understand their contribution to Product/Service conformity, product safety, and the importance of ethical behavior.