

## TECMA COMPANY PURCHASE ORDER TERMS & QUALITY CLAUSE CONDITIONS

Q1	Purpose, Scope, & Applicability	This document is subject to the TECMA Company Non-Disclosure Agreement or other Non-Disclosure Agreements and Terms and Conditions in place between TECMA Company and Supplier. The Supplier requirements, as noted below, shall apply to all Suppliers and sub-tier Suppliers to TECMA Company providing raw materials, tool calibration services, manufactured components and products as well as performing material processing such as, but not limited to: heat treating; chemical processing; surface enhancements; non-destructive and destructive testing; coatings; welding; and nonconventional machining process. Acceptance of a Purchase Order from TECMA Company binds the Supplier to the Terms and Conditions listed in the Purchase order and the requirements listed in this document, unless alternate Terms and Conditions have been agreed to in writing between TECMA Company and the Supplier. The Supplier is not authorized to outsource any portion of the Purchase Order requirements unless specifically authorized by TECMA Company; and they are required to flow down these requirements to any sub-tier Suppliers if they are authorized to use any.
Q2	Quality System	The Supplier must maintain a quality system which ensures that only items meeting all requirements of the Purchase Order and its referenced drawings and specification are submitted to Tecma. By virtue of the submittal, the Supplier certifies that all requirements have been met or that Tecma has accepted all non-conformances in writing.
Q3	Notification and Disposition of Non-Conformance	All Non-conformances must be reported verbally and in writing as soon as a nonconformance is detected. The Supplier must segregate and control non-conforming material to prevent unauthorized shipment to TECMA. Seller must obtain TECMA's written approval for nonconforming product disposition and coordination with the end customer. The Supplier must hold the material until TECMA Company renders a disposition. The disposition must be referenced on the Supplier's shipping documentation with each applicable shipment. Non-conforming products returned for credit or rework to the supplier will be sole financial responsibility of the Supplier. Nonconforming products found to be scrapped out due to Supplier failure to process per TECMA's Purchase Order instructions will be the sole financial responsibility of the Supplier and recovery cost may be determined by sum of material, pre-existing manufacturing and processing cost.
Q4	Notification of Process Changes	If processes on this PO require approval, any changes to the approved processes, changes of suppliers, or changes of manufacturing facility, must be reported to TECMA prior to processing subsequent parts. Seller must notify buyer in writing of changes and obtain written approval from TECMA.
Q5	Acceptance at Destination	Acceptance of products from TECMA Suppliers are subject to final acceptance at destination.
Q6	Delays	TECMA must be notified immediately for any delays in shipments as soon as the delay is known by the supplier.
Q7	Corrective Action	In response to Buyer-initiated corrective action requests, Seller shall advise Buyer of root cause determination, corrective action taken to prevent recurrence of reported problems and/or discrepancies, and effective dates of the planned corrective action(s). Seller shall maintain a corrective action system that determines the effectiveness of such corrective actions, and that prevents shipment of nonconforming articles without prior approval from Buyer.
Q8	Certificate of Conformance	The Supplier must furnish with each shipment a Certificate of Conformance stating that the Item (s) furnished meet all applicable purchase order, drawing, and specification requirements. The certificate must include, as a minimum, the applicable TECMA Company purchase order number, part number or material specification number and revision, Material Heat/Lot number, quantity, and the date and signature of an authorized Quality representative of the Supplier.
Q9	Flow Down	Flowdown of all special requirements listed on the P.O. and on these Terms and Conditions must be further flowed down to all sub-tier suppliers involved in the procurement of the order. Flowdowns also include management of Critical Items and Key Characteristics listed, if any. Key Characteristics are attributes or features whose variation has a significant effect on product fit, form, function or performance and requires specific actions for the purpose of controlling variation (includes Critical Items such as safety critical items, fracture critical items, mission critical items, etc.)
Q10	ITAR Flowdown	If the order falls under the regulations of ITAR (International Traffic and Arms Regulations), all manufacturers, exporters, brokers of defense articles, defense services or related tech data are required to register with DDTC (Director of Defense Trade Controls). All license requirements imposed by ITAR are the sole responsibility of the subcontractor in possession of the purchase order.
Q11	Quality System Requirements	The seller shall provide and maintain a system that complies with ISO9001, or AS9100 or other QMS appropriate to the product.
Q12	Latest Revisions of Specifications & Standards	Unless otherwise specified by purchase order, the Supplier must furnish and certify goods and/or services to the latest revision of applicable standards and specifications. This clause applies to government, commercial, and customer specifications as required by the TECMA Company purchase order. Suppliers must contact the TECMA Company purchasing agent to verify latest revisions of customer specifications as required.
Q13	Traceability	The Seller shall provide means of end item traceability. The Seller may use the original manufacture Lot/Heat/Serial number or their own method for identifying the end item product as required for proper traceability. Multiple Lot/Heats cannot be combined on a single shipper and must be packaged separately. Each Lot/Heat batch must have a corresponding shipper. Serialized shipments must have the serial numbers listed on the shipper and on the corresponding packaging. Duplication of Lot/Heat/Serial numbers is prohibited.
Q14	Record Retention	Record retention of all documents generated to produce the procurement of this order shall be kept for 10 years minimum.
Q15	Rite of Access	Right of Access shall be granted to TECMA, its Customers, and regulatory authorities at no extra cost. All efforts will be made to pre-coordinate visits to minimize impact.
Q16	Use of lower tier suppliers	Use of lower tier suppliers is not approved without the express written consent of TECMA. If approved, all requirements herein will be flowed down to the lower tier supplier.
Q17	Handling, Protection & Packaging	Unless otherwise provided for, Handling, Protection & Packaging will be per best commercial practices. At all times the product must be protect from damage.
Q18	Prevention of Counterfeit product	The supplier shall prevent the use of counterfeit product (imitation, substitute, falsely identified, modified part, or suspect/unauthorized part or component) that misrepresents a genuine part or product and shall ensure product identification and traceability. Tecma requires material certifications with full chain of custody certifications, Certificates of Conformity, and/or other supporting documentation as appropriate. These requirements may be specified on Tecma's PO or may otherwise be communicated to the supplier.
Q19	Awareness	AWARENESS. Tecma and it's suppliers shall ensure their employees are aware of the following: 1.their contribution to our product conformity; 2.their contribution to our product safety; 3.the importance of ethical behavior.