

Peerless Precision, Inc.

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A Woman Owned Business

TERMS & CONDITIONS

Orders may contain technical data, export of which is restricted by the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). Disclosure to foreign persons without prior U.S. Government approval is prohibited. Violations of these export laws and regulations are subject to severe civil and criminal penalties.

Return all provided technical documents, drawings, and procedures with the processed order.

General Information Terms and Conditions, for External Providers

PPI shall communicate to external providers its requirements using specifications, drawings, process requirements, work instructions: The Service Provider is responsible for compliance of general information (e.g., specifications, drawings, process requirements, work instructions), assigned Quality Codes and Purchase Order(s). Product Identification must be per any or all of the following: the design drawing, verbal/email purchase order. The supplier must maintain lot traceability throughout manufacturing, inspection, and test.

- a. The processes, products, and specifications to be **provided including the identification of relevant technical date (e.g., specifications, drawings, process requirements, work instructions)**.
- b. The approval of:
 1. Products and services.
 2. Methods, processes, and equipment.
 3. The release of products and services
- c. Competence, including any required qualification of persons.
- d. The external providers' interactions with its service providers; **SEE 1.0**
- e. Control and monitoring of the external providers' performance to be applied by PPI.
- f. Verification or validation activities that PPI, or its customer, intends to perform at the external providers' premises; **SEE 3.0**
- g. **Design and development control; (as flowed down)**
- h. **Special requirements, critical items, or key characteristics.**
- i. **Test, inspection, and verification (including production process verification).**
- j. **The use of statistical techniques for product acceptance and related instructions for acceptance by PPI, the service provider shall use standard sampling plans unless otherwise specified on Purchase Order.**
- k. **The need to:**
 - **Implement a quality management system.**
 - **Use customer-designated or approved external providers, including process sources (e.g., special processes); SEE 1.0**

- Notify PPI of nonconforming processes, products, or services and obtain approval for their disposition.
 - Prevent the use of counterfeit parts, Foreign Object Damage Prevention (FOD). Product must be free from any contamination. (At all times).
 - Notify PPI of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain PPI's approval; SEE 2.0
 - Flow down to external providers applicable requirements including customer requirements; The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data must be flowed down to sub-tiers who will certify to the specification and revision level.
 - Provide test specimens (if required) for design approval, inspection/verification, investigation, or auditing.
 - Retain documented information, including retention periods and disposition requirements; (Quality documentation records and certifications must be maintained on file for a period of seven years after final payment of this purchase order. After this time period, Supplier shall not destroy such records without the written approval of PPI. Prime Contractor retention period requirements will supersede this note as applicable.).
- l. The right of access by PPI, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain; SEE 3.0 and 11.
 - m. Ensuring that persons are aware of:
 - Their contribution to product or service conformity.
 - Their contribution to product safety.
 - The importance of ethical behavior.

The following listing, which is invoked on the Peerless Precision, Inc. purchase order:

1.0 Supplier Sub-tier Control:

The supplier as the recipient of the purchase order and/or contract is responsible for meeting all specified technical and quality requirements, whether or not the work is performed by the supplier or by the supplier's sub-tier sources. When the supplier uses a sub-tier source to perform services or work on products, the supplier shall "Flow Down" on purchase orders to his or her sub-tier sources, of all the applicable technical and quality requirements from Peerless Precision, Inc. purchase order, including when applicable the requirements to document and control "key characteristics" and to furnish objective evidence (test reports, certifications, charts, etc.....) when required by the specific clause called out on the purchase order.

2.0 Unauthorized Change or Substitutions:

The supplier may not make any changes and/or substitutions to any products or services which are required by the purchase order, drawing, specification, standard, and/or other applicable documents without prior written authorization by Peerless Precision, Inc. Suppliers and supplier's sub-tier may be subject to an on-site review of proposed change at his or her facility.

3.0 Source Inspection:

The supplier shall notify Peerless Precision's purchasing agent to arrange for source inspection following supplier's inspection, and 24 hours prior to the date of availability for inspection by Peerless Precision. The supplier shall furnish at no cost, necessary facilities and equipment to Peerless Precision, Inc. source inspector.

- 3.1 First Piece Inspection Required
- 3.2 Parts are subject to Inspection at the supplier's plant prior to shipment

4.0 Inspection Reports:

Dimensional inspection reports are required for all manufactured items. As a minimum, these reports must contain the nature and number of observations made, the results of the observations, and by whom the inspection was performed. NOTE: ANY SAMPLING PLAN MUST BE APPROVED BY PEERLESS PRECISION QUALITY ASSURANCE DEPARTMENT PRIOR TO USE.

4.1 First Article Inspection:

Supplier will submit First Article documentation, which shall include a dimensional inspection report (actual dimensions), X-Ray Films, Test Data, etc., with first shipment of parts. First Article must be identified (tagged).

4.2 Final Inspection Report:

Supplier will submit with each shipment a completed Final Inspection Report.

5.0 Raw Material:

If there is more than one heat treat lot of material, individual material integrity, with positive traceability to the delivered product and applicable material test reports must be maintained.

- 5.1 Supplied by Peerless Precision – Strict accountability of material furnished by Peerless Precision for use of this order shall be maintained by the supplier. Supplier shall certify that
 - (a) All product(s) delivered on this order was manufactured from material furnished by Peerless Precision,
 - (b) From the material heat or lot number identified on the material or Peerless Precision shipper; and
 - (c) No material substitution was made
- 5.2 Supplier furnished (Mill cert required – must include chemical and physical analysis). NOTE: if more than one heat lot is supplied per part number, parts MUST BE DIRECTLY TRACEABLE TO APPLICABLE HEAT LOTS.

6.0 Packing Slip required with each shipment:

As a minimum, packing slip must contain the following: part number, revision, part name, quantity, and serial/lot number if applicable.

7.0 Special Process Certification and Sources:

- 7.1 One copy of the special process certifications is required (H.T., Passivate, Plating, etc.) with each shipment.
- 7.2 Only Peerless Precision approved process sources may be used (contact purchasing manager at Peerless Precision for approved process sources listing).

8.0 Certificate of Compliance:

Supplier shall furnish a certification with each shipment that the product or service complies with all purchase order requirements, drawings & specifications. The certification shall identify as a minimum, part number, including revision, purchase order number, serial/lot number (if applicable), quantity, supplier name & address, signature & title of the responsible member of supplier organization. Material and Process certifications as required.

9.0 Packing, Preservation & Shipping:

Supplier shall assure that all items are adequately protected from damage, loss, deterioration, degradation, or substitution. Each container must be properly marked or labeled to maintain content identity, its origin & destination.

10.0 Control Non-Conforming Material or Products:

Supplier systems must make provisions for prompt identification, documentation, & submittal to buyer for disposition of any non-conforming product found during manufacturing or inspection operations, and a system to implement effective corrective action to prevent recurrence. In those instances where it is indicated that non-conforming products may have shipped, the system shall provide for prompt buyer notification. Non-conforming products must be segregated (pending, disposition, i.e., scrap, rework, etc.) to prevent return to production or shipment.

Requirements regarding the need for the supplier to notify PPI of non-conforming product:

- Obtain PPI approval for nonconforming product and/or process definition, changes of suppliers, change of
- Manufacturing facility location and, where required, obtain PPI approval, and
- Flow down to the supply chain the applicable requirements including customer requirements

11.0 Right of Entry

Peerless Precision, Inc. and its customers reserve the right to entry into your facility at any time during the performance of contract/purchase order to perform inspections/audits related to said contract/purchase order.

12.0 Supplier shall provide a C of C stating product has not come in contact with or exposed to Mercury in any form.

General Notes

- a) The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- b) Material and Process certifications required, unless otherwise stated.
- c) ITAR flow-downs
ITAR regulations shall be flowed down when required.