

# Accurate Screw Machine – MW Industries Supplier Terms and Conditions

General: The supplier requirements contained herein are an integral part of the Accurate Screw Machine Purchase Orders when incorporated by reference and shall be in addition to and not in derogation of other Purchase Order requirements. Compliance with these requirements does not relieve the supplier of his responsibility for furnishing material and services as defined in the Purchase Order. Acceptance of material and services will be withheld pending receipt of all required acceptable material and/or documentation or the order shall be returned to you.

## 1. Generic Certification Requirements:

All shipments require that certifications accompany subject hardware. All certifications provided must include the following as a minimum:

- **a.** Identify the company submitting the certification
- b. Identify the Accurate Screw Machine Purchase Order Number
- c. Quantity of the shipment and the Applicable part number.
- **d.** The date the certification was issued.
- **e.** The Signature or initials of a duly authorized company representative; identifying the person by name and title within the company.
- f. If a revision is made to any certification, the revision must be noted and dated.

# 2. CMTR with Traceability

Certified Material Test Report (CMTR) from the originating mill supplier of material shall be provided: includes heat lot traceability, specification and revision to which material was produced with full set of chemical and physical properties required by the specification. Melt method for mills that originate melts of material; definition of standard practice (method) used to produce original melt of raw Material. Abbreviation of method is satisfactory. NOTE – If material was drawn or re-drawn to size by another source, a Certification must be issued by the company performing the work, identifying the Quantity of material that was worked, original mill and mill heat number plus a full set of physical analysis to specification requirements. If materials were altered, the party who made the alteration should be identified.

## 3. Certificate of Conformance (C of C)

Certificate of conformance (Compliance) must be provided for each shipment and item in a shipment and include a statement that all applicable specification(s), drawing(s), including reference to appropriate revision level(s), and purchase order requirements have been met or exceeded.

- **3.1 Cure Date Certification:** Certification that material conforms to specification requirements and includes elastomeric materials where specification MIL-HDBK-695 requires it.
- **3.2 Certification of Special Process:** When applicable: heat treating, nondestructive testing, coating, lining, etc. must be included with shipment in addition to other requirements.

4. Control of Work Transfers: AS9100 – ISO 9001 Suppliers

The organization shall establish, implement, and maintain a process to plan and control the temporary or permanent transfer of work (e.g., from one organization facility to another, from the organization to a supplier, from one supplier to another) and to verify the conformity of the work to requirements. The AS9100 standard requires to construct the process for work transfer and to verify that the operations comply with the requirements. - FAI shall be necessary for verification after work transfer. Control of Production Process Changes is required.

### 5. Accurate Screw Machine Source Inspection

Accurate Screw Machine reserves the right to perform Source Inspection/Test (including First Article Inspection) on any item under this PO, prior to shipment from your plant. Notify Accurate Screw Machine Purchasing Department 72 hours in advance of when material is ready. Prime contractor personnel shall have the option to accompany Accurate Screw Machine personnel.

### 6. Workmanship/Packaging

Parts covered by this Purchase Order must be free of burrs, ragged edges, contaminants when viewed under 10X magnification. Any FO (Foreign Objects) will be cause for rejections and returned to the vendors. Vendors shall be responsible for ensuring parts provided under Purchase Orders are packaged to protect against any physical damage. All packaging must provide sufficient protection to the package during transit. Any parts that arrive damaged will be returned to the vendor for either rework or credit.

### 7. Material Identification and Traceability

Materials must be legibly identified with the following information: ASM PO number, ASM part number, lot number. The lot number information shall provide immediate traceability to material, process, and corresponding certification.

### 8. Records

Records of inspections, tests, and other quality control activities shall be retained for a minimum of 10 years and be filed in a manner that will allow access within 24 hours.

### 9. Processing of Nonconformities

The supplier does not have the authority to perform Material Review on any supplies or products that do not conform to contract requirements. Nonconforming products, supplies, or processes shall be reported to Accurate Screw Machine purchasing personnel. Under no circumstance shall non-conforming supplies/products/materials be shipped without prior disposition from the Accurate Screw Machine Quality Department.

### 10. Accurate Screw Machine Furnished Material

The supplier shall visually inspect Accurate Screw Machine furnished material for accountability and damage from shipment and notify the Purchaser immediately of any nonconformance. The supplier shall certify on the Certificate of Compliance as follows: "The material used for this order is the material furnished by Accurate Screw Machine and no unauthorized substitutions made."

## 10.1 Furnished Gages, Instruments, and/or Special Tooling

It is the supplier's responsibility for the accountability and safekeeping of all Accurate Screw Machine furnished gages, instruments, and tooling.

#### 11. Fraud or Falsification

This purchase order and activities hereunder are within the jurisdiction of the US Government. Any knowing and willful act to falsify, conceal or alter a material face, or any false, fraudulent, or fictitious statement or representation in connection with the performance or work under this order may be punishable in accordance with applicable Federal Statutes.

# 12. Subcontracting

No subcontracting is permitted without prior notification and approval by change order from Accurate Screw Machine.

#### 13. Rights Of Access Standard Purchase Order Requirements

For the purpose of inspection and/or expediting, the Seller shall give the purchaser free access to his facilities. Quality Representative reserves the right to be accompanied by the representative of any regulatory, governmental, or licensing body, and further reserves the right to witness, verify, and audit all phases of the design, inspection, manufacturing, testing, and documentation process as necessary to ensure compliance with purchase documents.

#### 14. Mercury, PCB, & ODS Free Statement

All CMTR's (Certified Material Test Reports) shall indicate by statement showing that no mercury, mercury compounds, or mercury bearing instruments, PCBs Polychlorinated Biphenyls, ODSs Ozone depleting

substances, and/or equipment have been used in any matter which might cause contamination in manufacture, assembly, or test of material.

### 15. Repair Welding

No repair welding or welding is to be performed without Accurate Screw Machine's prior approval.

### 16. Specialty Metals

When required, 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals applies. DFARS 225.872-1 lists qualifying countries. Documents accompanying all shipments must contain a statement of compliance. Failure to do so may result in the rejection and return of the non-compliant hardware.

## 17. ITAR

As a potential supplier or subcontractor to Accurate Screw Machine, your company ("Company") hereby acknowledges that information exchanged between Accurate Screw Machine and Company may include the use of, or access to, Export Controlled Technical Data (as defined below). Before entering technical discussions or otherwise transferring Export Controlled Technical Data to Company, Company must certify that the following statements are true, and that Company will comply with the following export control requirements:

1. Company is incorporated, or registered to do business, in the U.S.

Company representative(s) dealing directly with ASM is a U.S. citizen or permanent U.S. resident.
Company employees who will have access to Export Controlled Technical Data or Defense Articles (defined below) have been advised of their obligations regarding compliance with export control laws and regulations unless otherwise instructed in writing.

4. Company will comply with all applicable U.S. Government export control laws and regulations before: (a) disclosing Export Controlled Technical Data or Defense Articles to any person who is not a U.S. citizen or permanent resident; (b) providing any person who is not a U.S. citizen or permanent resident with access to Export Controlled Technical Data or Defense Articles; or (c) assigning any person who is not a U.S. citizen or permanent resident to perform work which requires access to Export Controlled Technical Data or Defense Articles.

5. Company agrees to ensure that the export requirements outlined in this document are also conveyed to all sub-tier suppliers that may have access to Export Controlled Technical Data or Defense Articles. Company will immediately notify Accurate Screw Machine if Company is acquired by a foreign entity (government or company) or if Company is owned or controlled (directly or indirectly) by a foreign entity.

## 18. Purchase Order Acknowledgements

Vendor must respond with purchase order acknowledgement.

## 19. Anti-kickback Procedures

Vendor agrees to abide by the Anti-Kickback act of 1986 (41 U.S.C. 51 through 58) and FAR 52.203-7.

## 20. Denied Person/Parties Procedures

Vendor shall provide immediate written notification to Accurate Screw Machine if it or any third party is listed in any denied persons/parties list. They may not, directly, or indirectly, participate in any way in any transaction.

## 21. Threads Manufacturing Requirements

All threads manufactured for products made by the Vendor for Accurate Screw Machine products must have threads made in compliance with Fed-STD-H28, unless otherwise specified.

## 22. Changes of Manufacturing Facility

The vendor will notify Accurate Screw Machine of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and obtain organization approval of such changes.

# 23. Counterfeit Parts Prevention Policy

Definitions: Seller- As used herein, the term "Seller" refers to the entity selling goods or services to Accurate Screw Machine. ASM Refers to Accurate Screw Machine and any of its subsidiaries or affiliates. Counterfeit Item- Shall mean a component, part module or assembly whose origin, material, source of manufacture, or characteristics are misrepresented. Authentic- Shall mean genuine, from the legitimate source claimed or implied by the marking and design of the product offered and manufactured to the standards of the manufacturer that has lawfully applied its name and trademark for that model/version of the material or goods.

Authorized Source- Means the original manufacture, the original manufacture authorized distributor or any other source where Accurate Screw Machine has approved of such source in writing and in advance of seller's purchase from such source.

Requirements: Seller represents and warrants each of the following to Accurate Screw Machine.

- a: That only new and authentic material is used in goods delivered to Accurate Screw Machine.
- b: Seller agrees and shall ensure that counterfeit work is not delivered to Accurate Screw Machine.
- **c:** Seller shall only purchase products to be delivered or incorporated as work to Accurate Screw Machine directly from original component manufacture, original equipment manufacturers, or through an OCM/OEM authorized distributor chain. Work or parts shall not be acquired from independent distributors or brokers unless approved in advance, in writing by Accurate Screw Machine.
- **d:** Seller shall immediately notify Accurate Screw Machine with the pertinent facts if seller becomes aware or suspects that it has furnished counterfeit items or work.
- e: Seller agrees upon request for up to 10 years from Accurate Screw Machine receipt of goods to promptly provide Accurate Screw Machine with documentation authenticating all goods sold to Accurate Screw Machine.
- f: If seller sells or otherwise furnishes Accurate Screw Machine with any counterfeit items or work, Accurate Screw Machine shall have the right to impound such items and seller shall promptly replace such items with items acceptable to Accurate Screw Machine. Seller shall be responsible to Accurate Screw Machine for all costs relating to impoundment, removal, replacement, and proof of physical destruction. Accurate Screw Machine may withhold payment for any counterfeit items or work and may turn Such items over to governmental authorities for investigation.
- **g:** Seller acknowledges that any willful act to falsify, conceal, or alter a material fact, or any false fraudulent or fictitious statement or representation in connection with goods or services provided to Accurate Screw Machine, may be punishable in accordance with applicable law and could result in criminal penalties.

## 24. Product Compliance

In accordance with the product requirements and accompanying documentation, only qualified personnel will be used to perform required operations for any product or service.

## 25. Hazard Communication

The chemical manufacturer, distributor, or importer must provide Safety Data Sheets (SDSs) (formerly MSDSs or Material Safety Data Sheets) for chemicals, chemical compounds, and chemical mixtures with every shipment whether digital or hard copy.

#### 26. Information for External Providers

Accurate Screw Machine shall communicate to external providers its requirements.

- **a.** The processes, products, and services to be provided including the identification of relevant technical data (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 Accurate Screw Machine
- e. Control and monitoring of the external providers' performance to be applied by Accurate Screw Machine

- **f.** Verification or validation activities that Accurate Screw Machine ,or its customer, intends to perform at the external providers' premises
- g. Design and development control
- 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 Accurate Screw Machine
- **k.** The need to:
  - Implement a quality management system
  - Use customer-designated or approved external providers, including process sources (e.g., special processes)
  - Flow down to external providers applicable requirements including customer requirements
  - Provide test specimens for design approval, inspection/verification, investigation, or auditing
- I. Ensuring that persons are aware of:
  - Their contribution to the product or service conformity.
  - Their contribution to product safety.
  - The importance of ethical behavior.