



Procurement Terms and Conditions

The following Terms and Conditions (T&C) make up a part of all Purchase.

You as a supplier are required to fulfill all applicable terms. Please contact the Company, Purchasing or Quality Assurance if you have any questions on any item herein. Please communicate within 48 hours of receipt that you and relevant personnel within your organization have received, reviewed, understand, and expect conformance to these requirements. It is understood that these T&C are posted on Buyer's website at www.data-matique.com and not necessarily physically attached to the PO.

EXTERNAL PROVIDER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR AND FURTHER AGREES TO THE FOLLOWING CONDITIONS AS SPECIFIED BY THE INTERNATIONAL STANDARD (AS9100/AS9120/AS9110) AND/OR CUSTOMER REQUIREMENTS WHICH INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

ORDER ACCEPTANCE

Review of Requirements – Each Supplier is expected to fully review all documents and data related to a Company Purchase Order to ensure completeness and understanding. Where there are any omitted or unclear requirements the Supplier is expected to notify the Company immediately. Processing shall not begin until these issues are resolved.

Revisions to Previous Activity - Where revisions to previously processed articles are submitted to the Supplier, the Supplier shall identify and acknowledge such changes. Any documents and data from previous revisions shall be destroyed or otherwise made unusable and this activity communicated back to the Company

PERFORMANCE

As a Supplier, you will be controlled and monitored of your performance to our complete satisfaction. Verification of your performance will be considered thru the Supplier evaluation process, resulting appropriate actions, include SCAR.

SHIPMENT

Unless Buyer stipulates specific packaging or shipment instructions, all items shall be suitably prepared for shipment, to avoid any damage in transit. Purchase Order number and Part number must appear on all Invoices and Packing slips.



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DELIVERY

Time is of the Essence. The obligation of Seller to meet the delivery dates, specifications and quantities set forth herein is of the essence in this contract.

Early delivery – Buyer may at its option, either retain item received in advance of requested delivery schedule, or return them to Seller at Seller’s risk and expense.

Late delivery - Seller is obligated to proactively inform Buyer of changes in lead times. In the event Seller fails to deliver as and when specified, Buyer reserves the right to cancel this Order, without prejudice to its rights or remedies. Seller agrees that Buyer may return shipment, and may charge Seller any expedited routine charges, or any loss or expense sustained as a result of such failure to deliver as specified.

RIGHT TO ENTER

The Company, our customers, and all applicable regulatory agencies have the right to enter the supplier’s facility to review all processes and records that relate to any Company order previously processed or currently in process. Entry will be with appropriate prior notification and to planned and agreed upon arrangements.

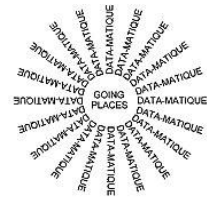
CERTIFICATE OF CONFORMANCE

Certificate of Conformance (CoC) and Certificate of Test (if required) must accommodate every shipment that associated with PO. Conformance records showing that each product/service indicated on PO meet all agreed upon requirements. Where appropriate a separate CoC should be prepared for each individual line item. Electronic submission is the desired method of providing such quality documents.

Inspection Records – When included within the Purchase Order, Statistical Process Control (SPC) activity shall be performed and related charts, graphs, or calculations resulting from the SPC activity shall be submitted with the product and associated documentation package.

TRACEABILITY

All suppliers must maintain conformance and traceability records regarding the product or service provided to the Company for a period of at least ten (10) years or as otherwise stated in the PO contract. Records exceeding the retention period, or specifically identified as retention not necessary may be discarded by the supplier’s standard method. Records need not be returned to the Company unless requested in writing by the Company Quality Assurance.



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SPECIAL PROCESSES

All special processes required by PO must be performed by qualified personnel, **pre-approved processes, approved chemistry, and/or materials. Special processes may include welding, plating, painting, heat treat, etc. (list not inclusive).**

CONTRACT REVIEW

Any differences between what is listed on the PO and related documents and what is provided by the supplier must be clearly identified, communicated and approved by The Company Quality Assurance prior to return shipment to the Company.

MRB AUTHORITY

Suppliers are not, under any circumstance, granted MRB authority. Customer provided documents and designs or documents and data provided by the Company shall not be altered, changed, or revised without prior written approval of the Company Quality Assurance, our customers, or appropriate regulatory agency.

NOTICE OF NONCONFORMING PRODUCT – RISK ASSESMENT

Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to Data-Matique Quality Department.

DFAR COMPLIANCE

All specialty metals shall be compliant with DFAR 252.225-7014 unless specifically authorized in writing to provide materials from alternate sources. Authorization must come from The Company Quality Assurance, be in writing, and provided before delivery of product to our facility.

Supplier shall have a FOD (Foreign Object Debris) Prevention Program in place.

RoHS COMPLIANCE

All material, metal, plastic, resin, hardware and components, as well as chemical processes shall be compliant with the RoHS requirements.

Certification for all material and outsource processes shall include a statement, confirming RoHS compliance.

OUTSOURCE OF PROCESSES

The Company Quality Assurance shall be notified and approval provided prior to outsource of any work to sub-tier suppliers. If any order is approved for outsource to your suppliers, all applicable



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requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier supplier used.

VENDOR NOTIFICATION REQUIREMENTS:

Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations. That shall include, but not limited to:

- Suitability of parts and materials used in the product and processes.
- Product obsolescence.
- Detection and removal of foreign objects.

Flow down to the supply chain the applicable requirements including customer requirements.

USE OF ENGLISH LANGUAGE

All documents, test records, certificates, and other documents and data related to a Company Purchase Order shall be prepared and provided in English.

If you have any questions, please send your inquiry to Data-Matique Quality Assurance.

FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION

A) Seller shall maintain a FOD prevention Program. FOD program shall include the review of manufacturing process to identify and eliminate FOD entrapment areas through which foreign objects can migrate. Seller shall ensure work is accomplished in a manner to prevent FOD in deliverable items. Seller shall maintain work areas in a manner sufficient to preclude the risk of FOD incidents. Seller shall investigate each FOD incident and ensure elimination of its root cause. B) Buyer shall have the right to perform inspections to verify the FOD Program and audit the Seller's facility to ensure the effectiveness and documentation of sellers FOD Program. Seller shall identify a FOD control person responsible for the FOD Program. C) Seller shall have periodic self-assessment of its internal FOD practices for compliance to requirements and its effectiveness.

PREVENTION OF COUNTERFEIT PARTS

External provider shall plan, implement and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product in accordance with AS9100/AS9120/AS9110 clause 8.1.4 (Prevention of Counterfeit Parts)

APPROVAL

President:	Allen Werner
General Manager:	C.A. Theis
QA Manager:	Fred Shterenberg