

EPM SUPPLIER TERMS AND CONDITIONS

As a Supplier to EVANS PRECISION MACHINING, Inc., herein referred to as Buyer, for goods and/or services, it is understood that Supplier agrees to meet the following stipulations / AS9100 requirements whenever this order specifies that the order is for an aerospace application/job (or contains some similar aerospace/AS9100 reference). These requirements are, therefore, to be considered as terms and conditions to all aerospace purchases.

1. If required as a part of this Order, Supplier must ensure the use of Buyer's customer approved special process sources.
2. Buyer is to be contacted (by the Supplier) in the event of nonconforming product/material or nonconformance to Buyer's requirements within 24 hours of determination of the nonconformity. Arrangements for the approval of Supplier nonconforming product/material must be as directed by a Buyer's authorized manager or designee.
3. Furthermore, the Supplier is required to notify Buyer of any changes to a product and/or process and to obtain approval from an authorized Buyer manager or designee (if applicable).
4. Buyer, their customers, and regulatory authorities retain the right of access to all Supplier facilities involved in the aerospace order and to all applicable records.
5. The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the Supplier to flow-down to sub-tier Suppliers (includes requirements in the purchasing documents and key characteristics where required). However, Buyer does not allow its aerospace Suppliers to subcontract any product or process to a sub-tier Supplier without Buyer's expressed written consent.
6. Buyer performs inspection activities to ensure that purchased product meets purchase requirements. They may include:
 - a. Receiving inspections (of Supplier products / services / documents) may be / are performed by a designated employee. Buyer verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, Buyer may inspect or audit at the Supplier's facility.
 - b. Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (anodizing, heat treat etc.) where the compliance cannot be verified by inspections will require a Certificate of Conformity
7. When appropriate, Buyer may delegate the inspection authority to one of its approved Suppliers. Buyer will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and Buyer will maintain a record of those approved to carry out such inspections.
8. When Buyer or its customer intends to perform verification at the Supplier's premises; Buyer will first state the intended verification arrangements and the method of product release. This information will be communicated on the Buyer Purchase Order or via another acceptable purchasing arrangement.
9. Where specified in the contract, the Buyer's customer or customer's representative will be afforded the right to verify at the Supplier's premises and Buyer's premises that subcontracted product conforms to specified requirements. Verification by the customer is not used by Buyer as evidence of effective control of quality by the Supplier and shall not absolve Buyer or its Supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
10. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), Buyer will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its Suppliers as is appropriate. These requirements may be specified on Buyer's Purchase Order or may otherwise be communicated to the Supplier. The Supplier's Certification of Conformance represents that the shipment does not contain any 'suspect' or 'known' Counterfeit Part, Material, or Work and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier requires Evans Precision written approval prior to procurement and use, which shall be contained within the deliverable data package. The Supplier shall verify the procurement source and associated certifying documentation. Supplier's receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work. The Supplier shall flow this clause in its entirety or equivalent down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit Parts, Material or Work. When an Authorized Supplier is not utilized by the Supplier's lower tier, the Supplier shall provide a copy of the risk assessment and their written approval within the deliverable data package. See also AS9100D clause 8.1.4 for guidance.
11. Records shall be available for review by customers and regulatory authorities in accordance with contract or regulatory requirements. Record retention shall be for ten (10) years minimum. Dispose of records after retention period by means of deletion from all servers/databases and/or shredding.
12. Buyer may also require specific actions where timely and/or effective corrective actions to a Supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the Supplier from Buyer's Approved Supplier List, and legal actions.
13. Supplier shall be responsible for protection, care, usage and return of any product, tooling, or measuring equipment supplied by Buyer or its customers. At the end of contract or purchase order all tooling must be returned to Buyer.
14. Ensure that persons/employees are aware of their contribution to product or service conformity and their contribution to product safety and the importance of ethical behavior.
15. Suppliers shall maintain an approved calibration system (where applicable) which ensures valid measurement within appropriate accuracy and is traceable to NIST. For calibration suppliers; ISO 17025 accreditation is preferred. Calibration certificates must identify standards used and must be traceable to NIST.
16. Supplier shall have a Quality Management System (QMS) in place to ensure compliance with contract requirements. Preferred certifications include International Accreditation Forum (I.A.F.) certified bodies, NADCAP and A2LA. Supplier's QMS will be subject to approval via review of certifications, quality survey, and/or on-site audit.
17. Conflict Minerals; Supplier is expected to comply with the conflict minerals provision (Section 1502) of the Dodd-Frank Wall Street reform and consumer protection act. Conflict minerals; tin, tantalum, tungsten and gold (3TG) from the Democratic Republic of Congo (DRC) or covered countries will be deemed unacceptable.