



## **AS9100 D Vendor / Sub-Contractor Terms & Conditions**

1. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of Ohio, USA.
2. Our organization reserves the right of final approval of product, procedures, processes and equipment.
3. All special processes required by this PO must be performed by qualified personnel.
4. Our organization reserves the right to review and approve the Suppliers Quality Management System. Standard QMS Requirements Include:
  - a. Suppliers providing special processing must maintain a system for validating processes.
  - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
  - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. Supplier shall allow Rapid Prototype and Manufacturing LLC, our customers, and regulatory agencies the “right of access” to any place necessary to determine and verify the contracted work conforms to specified requirements, including all applicable records and materials.
8. The Supplier is required to:
  - a. Maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data that may be provided to you from Rapid Prototype and Manufacturing LLC or its customers.
  - b. Notify our organization of nonconforming product.
  - c. Obtain our organization approval for nonconforming product disposition.
  - d. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
  - e. Flow down to the supply chain the applicable requirements including customer requirements. Purchasing Standard Terms, Conditions and Supplier Quality Requirements according to AS9100D.
  - f. Provide root cause analysis, effective corrective and preventive action as requested.

- g. The Supplier is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
- h. The Supplier is required to retain all Records associated with the Purchase Order for 10 (ten) years or as required by contract.

#### 9. CALIBRATION

- a. All suppliers providing Calibration Services must be accredited in accordance with ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
  - b. Supplier shall maintain a documented calibration system for the control and maintenance of measuring and test equipment.
10. Supplier shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Supplier.
11. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.

#### 12. EXPORT/IMPORT/ITAR COMPLIANCE

- a. Warning: Information furnished to supplier under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Supplier is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to supplier or supplier's lower-tier suppliers, without the prior written consent of Rapid Prototype and Manufacturing LLC., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, supplier shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from suppliers' failure to comply with the Export Laws and Regulation of the United States.

#### 13. COUNTERFEIT PARTS PREVENTION

- a. The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.
- b. The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser. Purchasing Standard Terms, Conditions and Supplier Quality Requirements according to AS9100D.

#### 14. PERFORMANCE

- a. All external providers to Rapid Prototype and Manufacturing LLC. must be aware of the importance of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior, including consequences for their actions.
- b. External providers are measured and monitored according to "On time delivery & product conformity" to ensure acceptable performance. Suppliers that consistently have an unsatisfactory rating may not be included in bidding of new business.

15. CODE OF ETHICS

- a. Supplier and representatives of Rapid Prototype and Manufacturing LLC shall conduct all business affairs according to the highest standards of business ethics and integrity. Should there be any questions as to whether a payment, receipt, or other action is unethical, lacking integrity, or illegal, the matter must be reviewed by Rapid Prototype and Manufacturing LLC management. When in doubt, ask for guidance. Because we do business with the federal government, business ethics are especially important. All employees, contract workers, interns, and representatives, must avoid all actual or perceived conflicts of interest, and must treat all suppliers and business contacts equally and without favoritism.

16. Digital Process Definition (DPD) and Model Based Definition (MBD)

- a. Digital Process Definition (DPD) and Model Based Definition (MBD) may be required as noted on the PO. If these requirements apply, supplier agrees to follow the guidelines of current version of the Boeing DPD D6-51991.

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