




AS9100 Rev. D

Purchase Order Terms and Conditions

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1.0 Scope:

The purpose of this Purchase Order Terms and Conditions document is to ensure compliance with Cubbison Company goals and objectives in terms of quality and on-time delivery as it pertains to shipments of goods (i.e., raw materials, chemical substances, calibration services, outside process articles, etc.) by The Supplier to Cubbison Company and its affiliates (hereinafter; "The Company").

The following are the contractual requirements agreed upon between The Company and the Supplier upon acceptance and/or performance of the Cubbison Company Purchase Order (PO).

2.0 Quality Management System Requirement

Suppliers of materials, products, or services (hereinafter referred to as "product") which become part of The Company's deliverable product should maintain a Quality Management System compliant to ISO 9001:2015, AS9100, or equivalent.


If The Company's Purchase Order (PO) is for Calibration Services, the Supplier shall be accredited by The American Association for Laboratory Accreditation to be compliant with NIST/ANSI/NCSL Z540-1 or equivalent.

Calibration records shall include

- a) The Company gage serial number as noted in the body of the PO along with any NIST traceability number for reference.
- b) The amount of uncertainty determined in the calibrated gage.
- c) The date in which calibration of the instrument was performed

3.0 Certification of Product

Each shipment of product shall be accompanied with applicable certifications and/or test reports as required by specification to which the supplied product complies. At the minimum, the supplier shall certify compliance with the requirements noted on the PO in the form of a Certificate of Conformance (COC) document. The certification and/or test reports must have the following:

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- a) Identification of the revision level of the engineering design/specification to which it certifies compliance. If the PO does not specify the engineering design/specification revision level, then the latest issued revision level shall apply to the Purchase Order and accompanying documentation.
- b) Be signed, stamped, or provide some means of identifying the person(s) by which it was produced, including the date of certification.
- c) Identify products with limited shelf-life and the corresponding dates of manufacture. Product certification shall have adequate information such that the remaining shelf life can be determined as required in the applicable specification(s). Additional shelf-life requirements will be communicated per the purchase order. These may include, but are not limited to, 90% shelf-life requirements and any other customer-specified shelf-life requirements per the customer specifications.

4.0 Nonconforming Product–Corrective Action.


Suppliers shall not knowingly deliver nonconforming product to The Company. Exception can be made if written consent is obtained from an authorized purchasing representative of The Company, certifying the acceptance of the nonconforming product prior to product delivery.

Should the supplier discover that nonconforming product was delivered to The Company (without prior written authorization), the Supplier shall provide written notice of such delivery detailing information specific to The Company PO number, the specific nonconforming product, and each Packing List number and date along with a complete description of the nonconformance.

Should the Company discover that nonconforming product was delivered from a supplier without prior authorization, The Company will then notify the supplier and, if required, request that the supplier complete a Corrective Action Report. Instances of nonconforming product will be recorded and handled on a case by case basis in terms of product replacement, return, or other disposition.

5.0 Notification of Changes

Suppliers shall notify The Company, in advance of shipment, of any changes in product, processes, sub-tier sources, or location of manufacturing facility. If required by The Company or The Company's customer, the supplier shall obtain written approval of the aforementioned changes prior to shipment to The Company.

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6.0 Flow down of Requirements

Suppliers shall flow down the requirements of The Company PO to supplier's sub-tier sources, as necessary. This includes appropriate controls to assure compliance to requirements in designs and specifications.

7.0 Record Retention Requirements

Suppliers shall maintain records related to the product(s) and or service(s) supplied under The Company PO for a period of not less than 5 years from the on-dock date of shipment to The Company.

The Supplier will provide copies upon request from The Company at any time during that period.

8.0 Right of Access

Supplier shall provide Right of Access to The Company, The Company's customer(s), and/or Regulatory Agencies (FAA, etc.) to all applicable areas of all facilities and all applicable documentation, at any level of the supply chain as it pertains to The Company's parts. On-site audits may be conducted by any of these parties at any time during the period that the Supplier remains listed an "Approved Supplier" by the Company.

9.0 Defined Sources


If the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) for the product being purchased by The Company identifies certain sources of supply for certain commodities or services, then the supplier must use such sources for the product being purchased under The Company PO. Such sources could be, but are not limited to, specific raw material mills and/or distributors, hardware manufacturers, and special process sources.

The Supplier remains fully responsible for the conformity of delivered product regardless of this requirement to use original source(s) of supply. Supplier should contact The Company for guidance on these sources as needed.

All product delivered to The Company must maintain job/lot traceability to the OEM or OCM. Product delivered to The Company without required documentation will not be accepted until requested documentation can be furnished by the supplier.

10.0 Prevention of Counterfeit Products

Section 3.1 of AS9100D defines Counterfeit Parts as "An unauthorized copy,

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imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.

NOTE: Examples of a Counterfeit Part can include, but are not limited to, the false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics."

Supplier shall plan, implement, and control processes, appropriate to the supplier and the product, for the prevention of Counterfeit or suspect Counterfeit Part use and their inclusion in product(s) delivered to The Company.


Counterfeit Part prevention processes should consider:

- a) Training of appropriate personnel to be actively aware of counterfeit parts and the prevention of such.
- b) Application of a parts obsolescence monitoring programs.
- c) Controls for acquiring externally provided product from original manufacturers, authorized distributors, or other approved sources.
- d) Requirements for ensuring the traceability of parts and components to their original equipment or component manufacturers.
- e) Verification and test methodologies to detect counterfeit parts.
- f) Quarantine procedures and reporting of verified counterfeit parts.

AS9100D Section 8.7.1 states "Counterfeit, or suspect Counterfeit Parts should be controlled to prevent reentry into the supply chain." As such, should The Company suspect counterfeit part(s) were delivered, The Company will manage these counterfeit parts per its internal nonconformance process and hold them while The Company works with the supplier and The Company's customer to verify whether the parts are in fact counterfeit and/or fraudulent.

If, upon resolution with The Company's customer and supplier, it is determined that Counterfeit Part(s) were delivered to The Company, these parts will not be returned to the supplier, and the supplier would not be paid for the delivered product. The Company will dispose of the parts as directed by The Company's customer. In absence of specific direction from The Company's customer, counterfeit parts will be scraped and disposed at The Company to prevent reentry to the supply chain.

11.0 On-Time Delivery

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The due date on the PO is the expected dock date for the product with required documentation (e.g., packing list, certifications, test reports, FAls, etc.). Supplier on-time delivery performance will be measured based on the date in which the product is delivered at The Company.

On- time delivery performance will be monitored and recorded for use in The Company supplier scorecard evaluations and suppliers are expected to adhere to all guidelines as they pertain to on-time delivery performance. Failure to adhere to all guidelines, as they pertain to product on-time delivery, can result in suspension of supplier approved status and possible removal from The Company's approved supplier list.

Should The Company identify a negative trend in performance, The Company may request corrective Action of the supplier to mitigate the issues prior to suspension or removal of the supplier's approved supplier status.

12.0 Packing and Preservation - Foreign Object Damage/Debris (FOD)

The Supplier should establish a program, as applicable, to prevent, detect, and remove foreign objects/debris from any product provided to The Company.


The Supplier should package product in such a manner suitable for preservation and to prevent damage to the product from each other (in the same box, container, etc.) or from normal handling and transport. By virtue of delivery of product to The Company, suppliers shall be deemed to have certified that such items are free from FOD. Failure to provide deliverable product free from FOD will result in rejection and shall be returned to the supplier at the supplier's expense.

13.0 Responsibility of Conformance to Design - Rejections

Regardless of any inspection acceptance of delivered product or service by The Company, The Company's customer (or higher tier customer), the Supplier remains responsible to assure delivered product and/or services complies with the designs and specifications to which the product or service was ordered.

Should The Company reject any item from the supplier, an instance of nonconformance will be recorded on the Supplier Scorecard and corresponding Nonconformances Spreadsheet. The supplier will be contacted for correction/rework/replacement of the rejected product (as needed), as well as possible further Root Cause Analysis and Corrective Action Report Investigation.

14.0 Personnel Awareness

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Supplier shall have a program or documented training procedure in place to assure supplier personnel are aware of their contribution to product or service conformity. Awareness programs and training shall cover the following.

- a) Their contribution to product safety (ref AS910DD '1[3.4 for definition).
- b) The importance of ethical behavior.

15.0 Force Majeure

The Company and supplier should advise the other party within 30 days of any event that is deemed a Force Majeure Event. Neither Party should be responsible or liable nor be deemed to be in default on account of any breach of any obligation directly attributable to a cause that is at the same time compelling, unpredictable, unavoidable and beyond its control and not occasioned by its fault or negligence (Force Majeure Event).

Following cessation of the Force Majeure Event and to the extent possible in anticipation thereof, the parties should resume the performance of their obligations under the Purchase Order.


In the event the supplier fails to deliver or has informed The Company that it should not be able to deliver the Product on-time due to a Force Majeure Event, then the delivery of the Product should be suspended until such circumstances of the Force Majeure Event have been adequately addressed. The due date of product should be extended by mutual agreement of both parties. If, however, the Force Majeure Event causes delivery to be delayed more than thirty (30) Days, The Company will be entitled to cancel the Purchase Order in whole or in part without a further notice being required or judicial intervention and without incurring any liability whatsoever.

16.0 Tooling, Materials and Documents

All tooling, materials, and documents along with any other tangible items furnished by The Company, will be returned to The Company per its request (or at the end of the contract) in acceptable and working condition. The supplier shall be responsible for The Company's property while in the supplier's possession and the supplier will be held liable for any damage or losses incurred during that time,

17.0 Indemnification

The supplier, its agents, contractors, and employees waive any and all claims

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against The Company for personal injuries or property damage arising out of or related to providing the products or services under The Company purchase order.

18.0 Insurance

Supplier agrees to obtain and maintain policies of insurance including but not limited to policies providing public liability, product liability, auto liability, employer liability and workmen's compensation coverage.

19.0 Trade Secrets and Confidential Information

Supplier shall not disclose or use, except to the extent required to fulfill this purchase order or requests for quotes, any confidential matter or trade secrets of The Company or its clients.

20.0 Equal Opportunity Clause

Supplier shall not maintain segregated facilities or discriminate against any employees because of age, race, color, religion, sex or national origin or any other ground prohibited by law.