



SUPPLIER TERMS AND CONDITIONS

THE NETZER METALCRAFT INC. SUPPLIER TERMS AND CONDITIONS

The Supplier requirements below apply to all of Netzer Metalcraft Inc. suppliers and sub-tier suppliers providing raw materials, manufactured components and products as well as performing special processes such as, but not limited to: heat treating; chemical processing; surface enhancements; non-destructive and / or destructive testing; coatings; welding; and nonconventional machining processes. Acceptance of a Purchase Order from Netzer Metalcraft Inc. binds the supplier to the terms and conditions listed in the Purchase Order and the requirements listed in this document. The supplier is not authorized to outsource any portion of the Purchase Order requirements unless specifically authorized by Netzer Metalcraft Inc. and must flow down these requirements to any sub-tier suppliers. Note that the following requirements correspond with the requirements of Netzer Metalcraft Inc. customers and with the requirements of the current revision of AS9100.

The requirements include:

a. the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions)

- Referenced on Netzer Metalcraft's Purchase Order and / or the Acknowledgement provided by supplier.

b. the approval of: products and services; methods, processes, and equipment; the release of products and services;

- Each shipment must be accompanied by one legible copy of a statement of conformance unless otherwise noted in the Purchase Order. A certificate of conformance (C of C), supplied with the shipment must provide at a minimum: Supplier name, part number, purchase order number, quantity of parts, engineering revision, serial numbers (if applicable), and title and signature of authorized Supplier representative.
- Material certifications shall show quantitative analysis of each element and physical testing as required by specifications referenced. Certifications must reference all related specifications required by referenced engineering and list full chemical/physical properties and source.
- Certification of heat treatment must show the type of treatment and specifications, hardness range, percentage of parts tested, tensile test results (as applicable by part), type of test performed, specifications and any other information required by referenced drawing/specifications. A laboratory performing a test shall be identified and any certifications signed by tester. Name of heat treat Supplier must be shown.
- Passivation Certificate of Conformance must reference the process specification used.
- Magnetic Particle Inspection/Penetrant Inspection Certificates shall reference specifications used, number of pieces tested, with results and signed by a certified tester and must indicate level to which it is certified.
- Traceability for Raw Material is required and shall be retained and provided to Netzer Metalcraft. with product.

c. competence, including any required qualification of persons;

- Supplier will ensure that employees and people working on its behalf are competent and trained in accordance with applicable requirements.

d. the Supplier's interactions with the Netzer Metalcraft;

- In addition to the other requirements recorded within this document, Suppliers shall hold all information received from Netzer metalcraft's confidence and no third-party request for information will be authorized unless approved, in writing, by Netzer Metalcraft.

e. control and monitoring of Supplier's performance to be applied by Netzer Metalcraft;

- Netzer Metalcraft will score Suppliers based on Quality, Delivery, and/or Service. Suppliers will be issued corrective actions as warranted. Suppliers demonstrating excessive late shipments or corrective actions in a single quarter will be reviewed at Management review meetings for increased action at Management's discretion. Any outcomes will be documented in Management Review Meeting Minutes. Suppliers that fail to perform in these areas may receive further Corrective Actions and / or considered for probation or removal from Netzer Metalcraft's Approved

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- f. verification or validation activities that Netzer Metalcraft, or its customers, intends to perform at Supplier's premises;**
- Netzer Metalcraft and its customers reserve the right to perform verification and/or validation activities at the Supplier's premises.
- g. design and development control;**
- Design and development control does not apply to Netzer Metalcraft Inc. and its suppliers.
- h. special requirements, critical items, or key characteristics;**
- As per the requirements of AS9100 Supplier is responsible for the validation, and periodic revalidation, of the ability to achieve planned results of the processes for production and service provision, where the resulting output cannot be verified by subsequent monitoring or measurement.
 - Nadcap stands for National Aerospace and Defense Contractors Accreditation Program.
 - Nadcap's membership consists of "Prime Contractors" who coordinate with aerospace accredited suppliers to develop industry-wide audit criteria for special processes and products. The Nadcap Program is administered by the Performance Review Institute (PRI). Information on Nadcap requirements is found at <https://www.eauditnet.com/eauditnet/ean/user/login.htm>
 - Suppliers supplying product with special processes listed within the referenced specifications on the Purchase Order and covered under Nadcap requirements are required to be Nadcap certified or use a Nadcap approved supplier.
 - If indicated in the Purchase Order that a NADCAP approved Supplier is required, the Supplier must not perform any work or process any part if they are not NADCAP approved.
 - Should a Supplier have a change to their NADCAP certification or accreditation, the Supplier MUST notify Netzer Metalcraft per the terms of the NADCAP requirements.
- i. test, inspection, and verification (including production process verification);**
- For calibration Purchase Orders, all gauges and instruments must be calibrated using standards whose accuracies are traceable to the National Institute of Standards and Technology, the General Conference of Weights and Measures, or fundamental or natural physical constants. All provided calibration certifications must specifically state this traceability.
 - Supplier will maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers and that fully complies with the current requirements of AS9100.
- j. the use of statistical techniques for product acceptance and related instructions for acceptance by Netzer Metalcraft;**
- A 100% inspection plan shall be used by the Supplier unless otherwise specified or agreed upon in writing by Netzer Metalcraft.
- k. the need to:**
- **implement a quality management system**
 - When specifically requested by Netzer Metalcraft in writing, the supplier will maintain a quality system in compliance with an industry recognized standard and/or be approved by Netzer Metalcraft.
 - **use customer-designated or approved external providers, including process sources (e.g., special processes);**

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- When required by Netzer Metalcraft or its customers, suppliers shall use customer-specified sources.
- **notify Netzer Metalcraft of nonconforming processes, products, or services and obtain approval for their disposition;**
 - Netzer Metalcraft will not accept supplier product that does not meet engineering drawing and/or Purchase Order requirements. Supplier product discovered after shipment by the supplier to be nonconforming to any referenced engineering and/or Purchase Order requirement shall be immediately disclosed to Netzer Metalcraft upon discovery.
 - Information including but not limited to:
 - quantity shipped;
 - date shipped,
 - and the extent of the nonconformance.
 - Suppliers that receive notification of nonconforming product shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The supplier shall be notified if formal corrective action is required to be submitted to Netzer Metalcraft. The response shall be submitted on a time frame agreed upon between Netzer Metalcraft and the Supplier.
 - Errors with paperwork shall be resolved within 24 hours.
- **prevent the use of counterfeit parts;**
 - To prevent the purchase of counterfeit or suspect / unapproved products and to ensure product identification and traceability (and for other reasons), the supplier shall institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation as is appropriate.
 - Material and part substitutions are not allowed.
- **notify Netzer Metalcraft of changes to processes, products, or services, including changes of suppliers or location of manufacture, and obtain Netzer Metalcraft's approval;**
 - Supplier shall notify Netzer Metalcraft of any change in ownership, management, or location and are subject to re-survey and approval.
 - Supplier shall notify Netzer Metalcraft of any product or process changes or changes in approval status that affect Netzer Metalcraft's product and are subject to re-survey and approval.
- **flow down to external providers applicable requirements including customer requirements;**
 - Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference.
- **provide test specimens for design approval, inspection/verification, investigation, or auditing;**
 - When requested by Netzer Metalcraft or its customers, the supplier shall provide test specimens for inspection/verification, investigation and/or auditing purposes.
- **retain documented information, including retention periods and disposition requirements;**
 - Unless otherwise specified on the Purchase Order, the latest specification revision in effect at the time the lot of raw material/parts was originally manufactured or processed shall apply. In the event a document has been superseded, the latest revision of the superseding document shall apply. All certifications, test reports, and inspection reports, as well as receiving inspection, in- process inspection, final inspection, and calibration records shall be retained for a minimum of ten years, unless otherwise specified by Netzer Metalcraft. These records will be made available to Netzer Metalcraft, Netzer Metalcraft's customers, or regulatory authorities upon request.

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- **prevent Foreign Object Debris**

- Supplier is required to establish and maintain a Foreign Object Debris (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.

- I. **the right of access by Netzer Metalcraft, Netzer Metalcraft's customers, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain;**

- Netzer Metalcraft and Netzer Metalcraft's customers reserve the right to perform an on-site inspection of the supplier's facility or visit the facility. Netzer Metalcraft will give reasonable notification to the supplier prior to the on-site inspection. The on-site inspection may include surveillance of the supplier's facilities, procedures, production methods, processes, and Quality System. The supplier shall furnish the necessary data as required by applicable drawings, Purchase Order, specifications, and inspection instructions to facilitate the on-site inspection.

- m. **ensuring that persons are aware of: their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior.**

- Supplier must be committed to the highest standards of ethics and business conduct.
- Supplier must comply with the law, honor commitments, act in good faith, and be accountable.
- Supplier must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships.
- Supplier must not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices.
- Supplier will avoid involvement in activities that may be perceived as a conflict-of-interest.
- Supplier will respect the legitimate proprietary rights and intellectual property rights of customers and Suppliers and take proper care to protect sensitive information, including confidential, proprietary and personal information.
- Supplier will support product safety by ensuring robust management of special requirements, critical items and key characteristics.
- If there are concerns with respect to product safety, the supplier will communicate them to Netzer Metalcraft. If there is a concern at the Supplier's premises with respect to safety during the manufacture of the product, Supplier will notify its own employees of the concern and whenever possible, mitigate the concern.
- Supplier will ensure that employees and people working on its behalf are aware of:
 - Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior

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DESCRIPTION	REVISION	DATE	BY	APPROVED BY
Initial release	070518	07/05/2018	Dennis Parker	Franny Stupka