



FRY STEEL COMPANY SUPPLIER TERMS AND CONDITIONS

QUALITY SYSTEM: The supplier shall maintain a Quality Assurance Program in accordance with ISO 9001 (latest revision) or equivalent, e.g. AS 9100, ISO 9001, NADCAP

FLOWDOWN REQUIREMENTS: This clause mandates that all applicable requirements that are invoked or applied to the customer's purchasing document, including this clause, shall be flowed down to the organization's sub-tier suppliers.

CHANGE AUTHORITY: The Supplier shall provide in writing advance notification to the Fry Steel Company of any change(s) to tooling, facilities, materials or processes at the supplier or the supplier sub-tier that could affect Fry Steel Company's contracted product. This includes, but is not limited to, fabrication, assembly, handling, testing, facility

NONCONFORMANCE REPORTING: Under this clause, Customer grants no MRB authority to the Organization or its sub-tier suppliers. Repair is not allowed under this clause. **Definitions:** Nonconformance: A condition of any article, material or service in which one or more characteristics do not conform to requirements specified in the contract, drawings, specifications, or other approved product description. Includes failures, discrepancies, defects, anomalies, and malfunctions. Rework: Used when an article can be made to conform to drawing requirements. Detailed instructions must be included or referenced. Repair: Used when the nonconforming article, material or service can be corrected to a usable condition, although its condition will not be identical with drawing / specification requirements. Non-conformances shall be reported to the Fry Steel Company within 5 working days after the nonconformance is discovered. "The organization shall ensure that product which does not conform to product requirements is identified and controlled to prevent its unintended use or delivery.

Data Requirements:

1. A detailed description of the nonconformance; location (by drawing reference point, hardware reference point, clock location, etc.); and exact callout of the violation by drawing or specification requirement (including, sub-paragraph or illustration number). Dimensional violations shall include "should be" and "is" dimensions.
2. It shall list what type of inspection revealed the discrepant condition.
3. What, if any, subsequent actions were taken prior to disclosure, and tool(s) calibration traceability numbers.
4. If the nonconformance is minor and can be re-worked to a condition that completely conforms to the drawing or specification requirements.

A Cause Corrective Action Report

MATERIAL IDENTIFICATION, DAMAGE AND COUNT: Each article delivered under this Purchase Order will require positive identification with the part number ordered. All purchased materials and services are subject to inspection for compliance to this purchase order and all applicable quality clauses. No material or process substitutions, quantity variations or splits from the purchase order may be made without prior written authorization from the Customer.

CERTIFICATE OF CONFORMANCE: Organization shall provide a certification with each shipment to attest that the material, parts or assemblies conform to the Order requirements. When applicable, the true manufacturers, lot, heat, batch, date code, and/or serial number must appear on the certification. Certification must contain the following: *Customer's Order number

* Part number

* Name and address of manufacturing or processing location

* Manufacturer's lot, heat, batch, date code, and/or serial number (if applicable)

* Quantity and unit of measurement (each, box, case, gallons, etc.)

* Be signed and dated by an official of the company.

The applicable material test results, process certifications and inspection records shall be presented upon Customer's request. Organization shall perform inspection, as necessary, to determine the acceptability of all articles under this Order.

10 YEAR RECORD RETENTION: Organization and Organization's Subcontractors shall maintain verifiable objective evidence of all inspections and test performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization and made available to Customer and/or Government Representatives upon request and shall be retained in a safe, accessible location for a period of ten (10) years after date of delivery as defined in the contract. Organization's records associated with the manufacture of serialized or lot controlled articles will provide for continued traceability of serial numbers or lot number identification through all phases of manufacture, commencing with the raw material and continuing through final acceptance of the end item. Records held for the required retention period (ten years) shall not be destroyed without Customer's written concurrence.



FRY STEEL COMPANY
SUPPLIER TERMS AND CONDITIONS

RIGHT OF ACCESS: Work under this purchase order/contract is subject to the Fry Steel Company, Fry Steel Company customer or government surveillance/inspection at organization's plant or sub-tier supplier's facility. The organization will be notified if a surveillance/inspection is to be conducted.

MATERIAL CHANGES / OBSOLESCENCES: The Supplier shall provide in advance written notification to the Fry Steel Company Buyer of any change(s) to materials including material manufacturer, availability or formulation. Notification shall include: Change Type (Manufacturer, Availability or Formulation), Current Availability and Last Buy Date.

PREVENTION OF COUNTERFIET PARTS: All parts and materials shall be procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their franchised dealer or distributors unless pre-approval has been granted by Fry Steel Company.

AS APPLICABLE:

STATISTICAL TEQNIQUES PROCESS CONTROL: The supplier shall identify the statistical techniques in establishing, controlling and verifying process capability and product characteristics. Documented procedures shall be established and maintained to implement and control the application of these statistical techniques. Records of SPC are to be maintained and available upon request for a minimum of 10 years

DESIGN & DEVELOPMENT CONTROL / TEST SPECIMENS FOR DESIGN APPROVAL: The supplier shall identify the requirements for design, test, inspection verification (including production process verification), the use of statistical techniques for product acceptance, and as applicable, critical items including key characteristics to sub tier suppliers. Fry Steel Company reserves the right to designate requirements for test specimens in design approval, inspection/verification, investigation or auditing.

AWARENESS OF PERSONNEL: Organization will ensure that persons employed and performing work under its control are aware of their contribution to products and/or service conformity, their contribution to product safety, and the importance of ethical behavior.