

Terms & Conditions

The supplier requirements below apply to all suppliers and Sub-Tier Suppliers to PM Industries, Inc. providing raw materials and manufactured components. Acceptance of a Purchase Order from PM Industries, 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 PM Industries, Inc. and must flow down these requirements to any Sub-Tier Suppliers. Note that these requirements correspond with the requirements of PM Industries, Inc.'s customers and with the requirements of AS9100D, Clause 8.4.3.

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

Refer to PM Industries, Inc. Purchase Order, Drawings, Addendums, and/or 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, Lot or Batch Number(s), and title and name of authorized Supplier representative. Traceability for raw materials is required and shall be retained and, if requested, provided to PM Industries, Inc.

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 the requirements of AS9100D.

D. The external providers' interactions with PM Industries, Inc.

In addition to the other requirements recorded with this document, Suppliers shall hold all information received from PM Industries, Inc., in confidence and no third-party request for more information will be authorized unless approved, in writing, by PM Industries, Inc.

E. Control and monitoring of the external providers performance to be applied by PM Industries, Inc

PM Industries, Inc. will score Suppliers based on Quality and Delivery (Service if applicable). Suppliers will be rated on a scale of A, B, C, D, with A being the best. Suppliers that fail to perform in these areas may receive Corrective Actions and may be considered for probation or removal from the PM Industries, Inc. Approved Products & Vendors List.

F. Verification of validation activities that the organization, or the customers, intends to perform at the external providers premises

PM Industries, Inc., its customers, and regulatory authorities reserve the right to perform verification and/or validation activities at the Supplier's premises.

G. Design and development control

PM Industries, Inc. provides build to print Suppliers with product specifications to be used for the manufacture of PM Industries, Inc. proprietary products. Suppliers must provide products that comply with such specifications. Compliance with these specifications and traceability compliance must be assured and documented before shipment.

H. Special requirements, critical items, or key characteristics

As per the requirements of AS9100D, Suppliers are 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 and measurement.

I. Test, inspection, and verification (including production process verification)

All gauges and instruments used to verify PM Industries, Inc.'s product shall be calibrated using standards whose accuracies are NIST traceable. All provided calibration certifications shall specifically state this traceability. The supplier shall maintain a quality/inspection system that shall ensure all goods and services conform to contract requirements whether manufactured or processed by the Supplier or procured from Sub-Tier Suppliers.

J. The use of statistical techniques for product acceptance and related instructions for acceptance by PM Industries, Inc.

The Supplier shall use a sampling plan for product acceptance, consistent with industry accepted standards, unless otherwise specified or agreed upon in writing by PM Industries, Inc.

K. The need to:

- **Implement a quality management system**

When specifically requested by PM Industries, Inc. in writing, Suppliers will maintain a quality system in compliance with a recognized Quality Management Systems and/or approved by PM Industries, Inc.

- **Use customer designated or approved external suppliers, including process sources (special processes)**

When required by PM Industries, Inc., or PM Industries, Inc. customers, Suppliers will use customer specified sources.

- **Notify the organization of non-conforming processes, products, or services and obtain approval for their disposition**

PM Industries, Inc. will not accept Suppliers products that do not meet Purchase Order or Specification requirements. Supplier product discovered after shipment by the Supplier to be nonconforming shall be immediately disclosed to PM Industries, Inc., upon discovery, including but not limited to; quantity shipped, date shipped, and the extent of the nonconformance. Suppliers that receive notification of nonconforming products from PM Industries, Inc. shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The Supplier will be notified if formal Corrective Action is required to be submitted to PM Industries, Inc.

- **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), Suppliers will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation as appropriate. Material and part substitutions are not allowed.

- **Notify the organization of changes to processes, products or services including changes of their external providers or location of manufacturer, and obtain the organization's approval**

Suppliers will notify PM Industries, Inc. of intended or actual changes that may affect the quality of delivered goods and services. This includes Changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes or Natural Disasters. Quality data and/or approved design data to be available in the English language.

- **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 PM Industries, Inc., or its customers, Suppliers will 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 materials / 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 seven years, unless otherwise specified by PM Industries, Inc. These records will be made available to PM Industries, Inc., its customers, or a regulatory agency upon request. After seven years, all documentation must be destroyed in a method which ensures data/information is unusable. If the business relationship between Vendor and Supplier ends prior to seven years, PM Industries, Inc must be contacted regarding final disposition.

- **Prevent Foreign Object Debris**

Suppliers are 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.

L. The right of access by the organization and customers, and regulatory authorities to the applicable areas of facilities, and to applicable documented information any level of the supply chain

PM Industries, Inc., and its customers, reserve the right to perform an on-site inspection of the Supplier's facility or visit the facility. PM Industries, Inc., 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 the Supplier's Quality System. The Supplier shall furnish, at no cost, the necessary data as required by applicable drawings, Purchase Order's, Specifications, and inspection instructions to facilitate the on-site inspection.

M. Ensure that persons are aware of their contribution to product or services conformity, their contribution to product safety, and the importance of ethical behavior

Suppliers must be committed to the highest standards of ethics and business conduct. Suppliers must comply with the law, honor commitments, act in good faith, and be accountable. Suppliers must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships. Suppliers 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. Suppliers will avoid involvement in activities that may be perceived as a conflict of interest. Suppliers 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.

Suppliers will support product safety by ensuring robust management of special requirements, critical items, and key characteristics. If there are concerns to product safety, Suppliers will communicate them to PM Industries, Inc. If there is a concern at the Supplier's premises with respect to safety during the manufacture of product, Suppliers will notify its own employees of the concern and whenever possible, mitigate the concern.

Suppliers 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, and the importance of ethical behavior.