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METALTECH Precision Terms & Conditions of Supply

<u>General</u>

The quantity on the purchase order must not be exceeded without a written confirmation by METALTECH Precision.
No liability will be accepted for goods supplied without an official order, or for goods delivered in excess of quantities detailed.

3. When a price is included on the order, any variation in excess of the stated price must be confirmed in writing by METALTECH Precision before delivery.

4. All invoices must clearly state our order number and the address to which goods were delivered.

5. We reserve the right to request the supplier to suspend delivery or the execution of any work covered by the order should it become necessary.

6. Unless otherwise stated on the Purchase order:

a) The property of the goods remains with the seller until they are delivered at the buyer's works. The buyer reserves the right to reject the goods if they do not correspond to quality requirements, fitness, or description with the order.

b) Unless otherwise agreed payment will be net 30 days.

c) Unless otherwise agreed packages are free and non-returnable.

7. Acceptance of this order implies agreement with our terms and conditions and no variation will be recognised unless expressly agreed by METALTECH Precision in writing.

8. Drawings and specifications supplied to the supplier by METALTECH Precision are subject to an uncontrolled disposition. It is the responsibility of the supplier to ensure all pertinent copies of drawings and specifications are to the correct order requirements in relation to the issue status.

9. Where the METALTECH Precision purchase order does not define the part number, part number issue, relevant specifications and issues, description, and where relevant process requirements and inspection/test requirements, it is the responsibility of the supplier to ensure that information is obtained from METALTECH Precision via an amended purchase order prior to acceptance of the order.

10. METALTECH Precision, their customer, and any regulatory authorities reserve the right of access into all the suppliers' facilities involved in manufacture of parts defined on METALTECH Precision orders, and to all applicable records held by the supplier.

11. Supplier must ensure that all products and packaging delivered to METALTECH Precision comply with the latest revision of REACH and RoHS regulations, and/or you have pro-actively informed us upfront on content of REACH and RoHS regulated substances.

12. The supplier shall plan, implement, and control processes, appropriate to METALTECH and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to METALTECH.

Aerospace Requirements

For Suppliers of Aerospace related goods into METALTECH Precision, the above applies along with the extra requirements as detailed below.

Definition of Aerospace goods is by reference on the Purchase order as 'Certificate of Conformity required' and may also include the requirement to supply additional records that are established and maintained by the supplier to provide evidence of conformity of METALTECH Precision product, and the processes used in their manufacture.

1. The supplier's Quality Management System shall as a minimum be in accordance with BS EN ISO 9001:2015. The supplier must notify METALTECH Precision if it subsequently changes certification body, loses its registration status, or is put on notice of losing its registration status.

2. Records that are established and maintained by the supplier to provide evidence of conformity of METALTECH Precision product shall be controlled in a manner determined within BS EN ISO 9001:2015. Records for METALTECH Precision product shall be retained and maintained by the supplier for a period of no less than 7 years. Disposition of the retained records after retention period has expired will be at the express written confirmation of the Quality Manager of METALTECH Precision.

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3. Requirements for approval of product, processes, equipment, and personnel used for METALTECH Precision manufacture of product will be stated on the purchase order where deemed necessary. If not stated on the purchase order, the approval of these will be in accordance with the supplier's own procedures against the requirements of BS EN ISO 9001:2015.

4. Requirements for design, test, examination, inspection, and related instructions for acceptance of product, if not defined on the METALTECH Precision purchase order shall be in accordance with the supplier's procedures against the requirements of BS EN ISO 9001:2015

5. Test specimens (e.g., production methods, numbers, storage conditions) for design approval, inspection, investigation, or auditing, if not defined on the METALTECH Precision purchase order shall be in accordance with the suppliers' procedures against the requirements of BS EN ISO 9001:2015.

6. If defined on the purchase order First Off Article Reporting (F.A.I.R.) shall be in accordance with BS EN 9102:2015. **7.** Non-conforming product identified by the supplier shall be controlled by the requirements of BS EN ISO 9001:2015. Where non-conforming product cannot be reworked to the drawing/order requirements by the supplier, the supplier shall either scrap and remake the parts or inform METALTECH Precision immediately in the form of a concession request, stating order number, part number & issue, quantity of parts non-conforming, description of non-conformance and proposed corrective actions. The supplier shall not deliver non-conforming product into METALTECH Precision until concession approval is obtained from METALTECH Precision.

8. Where the supplier has identified non-conforming product after deliver into METALTECH Precision, the supplier shall notify METALTECH Precision Quality Assurance immediately in writing stating order number, part numbers & issue, quantity of parts and description of non-conformity.

9. The supplier shall notify METALTECH Precision when changes to the product, and/or changes to process definition are intended, and obtain METALTECH Precision written approval for these changes.

10. METALTECH Precision, their customer, and any regulatory authorities reserve the right of access into all the supplier's facilities involved in manufacture of parts defined on METALTECH Precision orders, and to all applicable records held by the supplier.

11. The supplier must obtain METALTECH Precision written approval for the supplier to use sub-tier organisations in relation to METALTECH Precision orders.

12. It is the responsibility of the supplier to ensure that all the applicable requirements in the purchasing documents, including key characteristics, are flowed down to any sub-tier supplier where required.

13. To reduce the risk of counterfeit and fraudulent materials entering METALTECH Precision's supply chain the supplier shall ensure that only new and authentic materials are used and delivered to METALTECH Precision. The supplier may only purchase materials directly from original equipment/component manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of materiel that was not supplied by these sources is not authorized unless first approved in writing by METALTECH Precision. The definition of a counterfeit product is *"A fraudulent part that has been confirmed to be a copy, imitation, or substitute that has been represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive, or defraud."*

14. The supplier must ensure its employees and its supply chain understand how their actions including their behaviour can affect product conformity and product safety. Ethical behaviour includes respecting laws, regulations and internal rules and not knowingly pass on defects and non-conformances. The supplier must communicate any concerns with respect to product conformity or safety to METALTECH Precision without delay,

15. Suppliers shall ensure employees of the following:

- Their contribution to product service conformity.
- Their contribution to product safety.
- The importance of ethical behaviour.

Where specified in the purchase order, please refer to the AQAP 2110 requirements listed below.

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AQAP 2110 Requirements

For Suppliers of AQAP 2110 related goods into METALTECH Precision, the above applies along with the extra requirements as detailed below.

1. The measurement and calibration system applied to the contract shall meet the requirement of ISO 10012:2003.

2. When an item of measuring equipment fails calibration the Supplier shall advise METALTECH Precision of the impact of the failure on previous measuring results, where this affects delivered products or verification, validation and acceptance results. METALTECH Precision may request that measurements taken shall be repeated with calibrated equipment.

3. 1. If requested by METALTECH Precision's customer, the Supplier and/or External Providers shall attend a Post Award Government Quality Assurance (GQA) meeting focused on the contract arrangements for Quality Assurance of the product and/or GQA practicalities.

4. The Supplier shall notify METALTECH Precision of changes to its organisation that affect product quality.

5. If stated in the Purchase Order, the Supplier shall ensure that Dependability issues and related documents are controlled.

6. If products provided to METALTECH Precision are lost, damaged or otherwise found to be unsuitable for their intended use in accordance with the provided specifications, the Supplier shall immediately inform METALTECH Precision and retain documented information. When the Supplier establishes that a METALTECH Precision supplied product is unsuitable for its intended use, they shall immediately report to METALTECH Precision the remedial actions to be taken.

7. Any non-conforming products must be identified and segregated from conforming products.

8. In accordance with AQAP 2110, all requirements of this contract maybe subject to GQA. You will be notified of any GQA activity to be performed.

Suppliers to abide by the "Supplier Code of Conduct" QD07 and "Supplier Requirements" QD10, Located on our website <u>www.metal-tech.com</u>.