

S&S Tool and Machine Company Purchasing Terms and Conditions

Any questions regarding these requirements or the applicability shall be addressed to S&S Tool's Purchasing manager or the contact responsible for issuing the PO.

- Products shall conform 100% to S&S Tool and Machine Company's purchase order requirements, unless otherwise approved by S&S's purchasing or quality managers. Seller will also ensure that these requirements are flowed down to any sub-tiers they may use.
- 2 100% On Time Deliveries are required.
- 3 Seller shall notify S&S Tool and Machine, prior to shipment, of any premium freight charges incurred by the seller that will be forwarded to S&S.
- When certifications are requested, supplier controlled, retained records shall remain legible, readily identifiable and retrievable. A unique identifier traceable to S&S / Lily Creek Industries purchase orders shall be maintained.
- Seller shall maintain compliance with any applicable government safety regulations concerning restricted, toxic and hazardous materials.
- 6 All Seller's personnel shall be adequately qualified to perform any/all requirements listed on S&S Tool and Machine Company's purchase order.
- Seller shall ensure its quality system is third party registered by an ANAB accredited registrar in compliance with ISO, AS or equivalent quality management systems, NADCAP or has a Military Standard equivalent. (In lieu of third party registration, completion of S&S's supplier evaulation survey will suffice)
 - Seller shall notify S&S Tool within 10 days of any change in its quality system resulting in a loss of third party registration or any changes in the Seller's quality organization, process or procedures that affects conformity of any item.
- The identification and revision status of any specifications, drawings, process requirements, inspection / verification instructions and any other relevant technical data shall clearly be called out on seller's Certifications of Conformance.
- 9 Seller shall notify S&S Tool and Machine immediately of any nonconforming materials, and shall obtain approval from S&S for nonconforming product disposition.
- Seller shall notify S&S Tool and Machine of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, when required, obtain S&S Tool and Machine's approval for changes.
- Seller shall flow down to its own suppliers, any applicable requirements from S&S Tool and Machine, and its customers, including any statutory or regulatory authorities.
- 12 S&S Tool and Machine Co., its customers and any regulatory authorities shall have right of access to any applicable areas of the Seller's facilities at any level of the supply chain, involved in any purchase orders issued.
- Seller shall maintain complete records of all manufacturing, process capability (if applicable), tooling, inspection and test equipment, including copies of CofCs, unless otherwise stated in the purchase order, for a minimum of 10 years after delivery.
- S&S Tool and Machine Co. has the right to perform any inspection, audit or verification activities of purchased product at the Seller's facilities.
- When receiving any electronic data (drawings, parts lists, etc.) from S&S Tool and Machine Co., cyber security policies and procedures must be utilized based on current industry standards.



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- When parts identified as Controlled Unclassified Information (CUI) are received by seller, all drawings, parts lists, model files etc. related to those parts, must be handled in accordance with NIST SP 800-171 and DFARS 252.204-7012.
- When parts identified as Export Controlled Information (ECI) are received by seller, all drawings, 15(b) parts lists, model files etc. related to those parts, must be handled in accordance with 22 CFR 120-130.
- When applicable, S&S's suppliers (seller) shall use customer designated sources or approved external providers, including process sources (e.g. special processes).
- Seller confirms that shipment to S&S Tool and Machine Co. does not contain any 'suspect' or 'known'

 17 Counterfeit Parts, material or work and ensures that parts, material or work are procured only through OEMs /

 OCMs or their authorized distributors.
 - 17(a) Seller shall verify the procurement source and associated certifying documents.
 - Seller's receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work.
 - Seller shall flow these requirements down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit parts, material or work.
- Seller confirms that shipments to S&S Tool and Machine Co. has been visually inspected and verified to be free of any Foreign Object Debris (FOD). FOD is defined as any substance, debris, loose hardware, or article alien to a part or process.
- When applicable per specifications and/or designated on S&S Tool and Machine Co.'s purchase order, seller shall provide test specimens for design approval, inspection/verification, investigation or auditing.
- Seller shall ensure that all of its personnel are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.
- Any purchase orders with a DPAS rating issued to the seller shall be handled in accordance with 15 CFR Part 700