

Purchase Order Clauses

General Terms and Conditions

A) Quality Management System

- Manufacturers - A quality management system in compliance with AS9100, ISO9001 or equivalent is required.
- Distributors - A quality management system in compliance with AS9120 or equivalent is required.

B) Revision Control

Drawing, specification and reference document revisions in effect at time of order placement apply unless otherwise specified on this purchase order.

C) Inspection and Testing

All inspections and tests as required by the drawing and procurement specifications must be performed prior to shipment to Adept Fasteners.

D) Nonconforming Product Notification

No known nonconformance shall be ship to Adept Fasteners. If a nonconformity is discovered subsequent to shipment, the supplier shall notify Adept Fasteners within 48 hours with nonconformance details and proposed action to be taken.

E) Right of Access

Adept Fasteners, our customers and regulatory authorities reserve the right of access to the supplier's facility for the purpose of audit and inspection. Should this become necessary, reasonable notice will be given to the supplier prior to visitation.

F) Flow-Down of Requirements

Suppliers are required to flow down the requirements of this purchase order to sub-tier suppliers and special processors. Suppliers are required to notify Adept Fasteners of changes in the product or process, changes in sub-tier suppliers, changes of suppliers facility location and when required obtain approval of changes from Adept Fasteners.

G) Traceability

Lot traceability is required for the products on this purchase order. A unique lot/control number assigned by the manufacturer to the production lot provided that is traceable to all raw materials, processing and testing results is mandatory. Commingled lots will be rejected.

H) Certificate of Conformance

- Manufacturers shall provide a certificate of conformance with each shipment, which states that the product supplied meets all drawing, specification and purchase order requirements. The C of C shall reflect the part number(s) listed on the Adept Fasteners purchase order, its respective revision levels, the production lot numbers, and shall be signed by an authorized supplier representative of the manufacturer.
- Distributors shall provide the manufacturer's certificate of conformance as described above in addition to their own C of C.

I) Handling, Preservation and Packing

The supplier must assure that all product shipped is adequately packed and/or packaged to prevent damage, contamination, the introduction of Foreign Object Debris (FOD) and/or deterioration. Unless otherwise specified on the purchase order, customer specifications, product drawing or procurement specifications, seller must use best commercial practices (such as described under ASTM-D-3951) to prevent damage, contamination and/or deterioration to all products during transit. No loose fill material (i.e.; foam peanuts) shall be used in the packaging of products. Product which is sensitive to ozone and UV, must be packaged in black Mylar bags. Products with shelf-life requirements must also be packaged appropriately for protection.

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J) Record Retention

Unless otherwise specified on this purchase order, the supplier shall retain quality records for a minimum of 10 years from the date of shipment.

Records shall be made available to Adept Fasteners for review upon request. Adept Fasteners must be notified prior to the destruction of any quality records.

K) Mercury and Mercury Compounds

The supplier is responsible to ensure that the products supplied did not come into contact with mercury or mercury compounds during manufacturing or subsequent processing.

L) Ozone Depleting Substances

The supplier is responsible to ensure that ozone-depleting substances were not used during the manufacturing or processing of the material supplied on this purchase order. Ozone-depleting substance as used in this clause; means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
(1) Class I, including but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to hydrofluorocarbons.

M) Domestic Manufacture

Unless otherwise specified in this purchase order, the products supplied must have been manufactured in the United States of America.

N) Shipping Tolerance

The quantity tolerance for this purchase order is $\pm 0\%$. Any deviation from this tolerance must be approved by Adept Purchasing Department prior to shipment.

O) Single Lot

Each line item on this purchase order must be provided from a single manufacturer's lot. Exceptions must be approved by the buyer prior to shipment. Receipt of multiple lots may be cause for rejection.

P) Counterfeit Parts Prevention

For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies).

"Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.

Seller agrees and shall ensure that Counterfeit Work is not delivered to Adept Fasteners.

Seller shall only provide products to be delivered or incorporated as Work to Adept Fasteners directly from the original manufacturer, or through the manufacturer's authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Adept Fasteners.

Seller shall immediately notify Adept Fasteners with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit work. When requested by Adept Fasteners, seller shall provide documentation from the manufacturer that authenticates traceability of the affected items to the applicable manufacturer.

Q) Conflict Minerals

Supplier must comply with the requirements of the Dodd Frank Act on Conflict Minerals. Upon identifying that any of your suppliers procuring products containing minerals identified in the Dodd Frank Act from specified conflict regions, that end up in the final products that are sold to Adept, supplier will notify Adept in writing within 60 days.

R) Thread and Shank Protection

All externally threaded fasteners 3/8" diameter and above shall have the full length of the threads and shank protected from handling damage by covering these areas with plastic sleeves. The sleeves shall be appropriately sized so as not to fall off during normal handling. Alternatively, the entire fastener can be covered by protective webbing.

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S) Foreign Object Debris, (Damage), (FOD)

The Supplier shall have a fully implemented FOD Prevention Program that provides for the Detection, Removal and Reporting of Foreign Object Debris. The procedure shall include provisions for customer notification, internal audits and training of personnel and will contain all necessary provisions of NAS412 as determined by the supplier's Quality Assurance and Engineering functions.

T) Working Conditions and Human Rights

By acceptance of this order, seller agrees that any material violation of law by seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to sellers' performance under this purchase order may be considered a material breach of contract for which Adept Fasteners may elect to cancel any open orders with the seller at no cost to Adept Fasteners.

U) FAA TSO Certification Required

Products supplied on this purchase order that are subject to Federal Aviation Administration (FAA), Technical Standard Order (TSO). If the supplier has TSO approval, certification documents must contain the following statement:

"The parts contained in this shipment have been manufactured and inspected in accordance with TSO-xxxx. The conditions and tests required for TSO approval of this article are minimum performance standards. Aircraft (eg: Fasteners / Bearings / Seals) approved under this TSO are not necessarily interchangeable with other aircraft (eg: Fasteners / Bearings / Seals) approved under this TSO. (e.g.; Fasteners / Bearings / Seals) of similar dimensional properties may have widely varying performance and metallurgical properties. Substitution of parts may only be done if acceptable to, or approved by the administrator."

V) Environmental Product Requirements

Adept Fasteners is required to comply with an increasing number of substance regulations (REACH, RoHS, California Prop 65) in order to sell our inventory to customers all around the world. As such, we require that our Supplier's and their Sub-tier/Subcontractors be observant and fully compliant with these relevant regulations and all environmental product requirements set forth on product drawings and associated specifications. Material Safety Data Sheets to be made available to Adept Fasteners on request.

W) Cyber Security

Controlled Unclassified Information shall be secured in accordance with NIST SP 800-171 or an equivalent industry standard.

X) Obsolescence

The Adept Fasteners Buyer shall be notified of any obsolescence risk concerning parts, materials, production processes, inspection, and / or test methods that are used to satisfy Adept Fasteners purchase order requirements.

Y) Employee Awareness

The supplier shall ensure that their employees are aware of:

- their contribution to product or service conformity
- their contribution to product safety
- the importance of ethical behavior

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The following clauses apply only if specified on the Adept Fasteners purchase order.

1. **Age Control**

Products supplied are subject to age control. The manufacturing/cure date and expiration dates shall be specified on the cert of conformance. Unless otherwise specified in the Adept Fasteners purchase order, *90% of the product's shelf life shall be remaining at time of receipt.*

2. **Full Certifications**

In addition to the manufacturer's certification specified in H above, the supplier shall provide raw material certifications, special processing certifications (heat treat, plating NDT, etc.) and test reports for all of the tests required by the drawing and procurement specification.

3. **1st Article Inspection**

A 1st article or first piece inspection report is required with shipment to Adept Fasteners. The report shall reflect all drawing dimensions, test results, raw material chemical & physical test reports and special process certifications. AS9102 can be used for guidance and 1st article preparation.

4. **Directed Source**

This purchase order requires products to be produced by a specific manufacturer. Supplying another manufacturer's product shall be cause for rejection.

5. **Adept Fasteners Source Inspection**

The products in this order are subject to inspection and acceptance by Adept Fasteners prior to shipment from your facility. Please notify Adept Fasteners 48 hours prior to the material being ready for inspection.

6. **Government Source Inspection**

Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government representative who normally services your plant so that so that appropriate planning for Gov't inspection can be accomplished.

7. **Special Provisions**

Customer specific special provisions apply to this purchase order. These provisions are defined in a purchase order attachment.

8. **FAA PMA Required**

FAA PMA approval is required for items under this purchase order. "FAA-PMA" and identification in accordance with 14CFR, Part 45, Section 45.15 and FAA Order: 8110-42 (latest revision).

9. **FAA Form 8130-3 Required**

FAA Form 8130-3 is required for items identified on this purchase order.

10. **Boeing PC 700**

Supplier Name hereby acknowledges that the parts and / or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration, (FAA) issued Production Certificates 700 and no articles, (or constituent parts thereof) or the accompanying paperwork, (e.g.; packages, shippers, etc.) contain any Federal Aviation Administration – Parts Manufacturer Approval, (FAA – PMA) markings.