



**Ensinger Precision Components, Inc.**

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### **AS9100 Supplier Terms and Conditions**

**General:** As a supplier to Ensinger Precision Components (EPC), you become a key contributor to the products and services that we deliver to our customers. We value the conformance of your products and services to our specifications and requirements, your contribution to our product's safety, and your ethical business practices. If you provide a bid for this RFQ, it is understood that your organization agrees to meet the following AS9100 requirements whenever an EPC purchase order specifies that the order is for a product subject to AS9100 requirements.

**Scope:** These terms and conditions apply to all external suppliers and sub-tier suppliers which furnish products, processes, or services to be incorporated into EPC's contractually deliverable AS9100 products.

- 1) EPC requires that the supplier shall maintain the proper relevant technical data of the processes, products and/or services provided. (e.g., identification and revision status specifications, drawings, process requirements, work instructions)
- 2) When indicated on the EPC purchase order, suppliers must use EPC's customer-approved special process sources.
- 3) EPC reserves the right of final approval of products and services, methods processes and equipment, and the final release of products and services.
- 4) All special process must be performed by qualified and competent persons.
- 5) EPC reserves the right to identify the requirements for interaction with our Suppliers including:
  - a) The use of interactive documentation
  - b) The use of email
  - c) Documented confirmation methods of all verbal interactions
- 6) EPC reserves the right to monitor the Supplier's performance including:
  - a) Supplier Risk
  - b) Quality of product or service delivered
  - c) On time delivery of product or service
- 7) EPC reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform at the Suppliers' premises
- 8) EPC reserves the right to approve or specify any designs, tests, inspection plans,

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- verifications, criteria for design and development required by EPC from a Supplier
- 9) EPC reserves the right to approve or specify any special requirements, critical items, or key characteristics
  - 10) EPC reserves the right to approve or specify any test, inspection, and verification (including production process verification) to ensure that purchased product/service meets the requirements
  - 11) EPC performs inspection activities to ensure that purchased product meets requirements, including:
    - a) Receiving inspections (of supplier products / services / documents) performed by a designated employee. EPC verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications, or by other means. When necessary, EPC may inspect or audit at the supplier's facility.
    - b) Product inspections to ensure they meet requirements, dimensions, etc. Special processes where compliance cannot be verified by inspection will require a Certificate of Conformity.
  - 12) EPC reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by EPC
  - 13) To ensure product identification and traceability, EPC will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on EPC's RFQ, purchase order, or may otherwise be communicated to the supplier.
  - 14) EPC reserves the right to require the need from the Supplier to:
    - a) Implement a Quality Management System and we reserve the right to review and approve the Supplier Quality Management System
    - b) Use customer-designated or approved Suppliers, including special process sources
    - c) Notify EPC of nonconforming products or services (e.g. all deviations from drawing/specification requirements) immediately upon discovery and obtain approval from EPC's Quality Manager for nonconforming product disposition
    - d) EPC requires that the Supplier have policies and procedures to identify potential Counterfeit Parts from suppliers. Seller shall immediately notify EPC with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in a product delivered to EPC. In the event that products delivered under this order constitutes or includes Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, Seller shall be liable for all costs relating to the removal and replacement of

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### Counterfeit Parts.

- e) The supplier shall notify EPC of any changes to a product and/or process, including changes of Suppliers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval from an authorized EPC manager or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the supplier.
  - f) Flow down to the supply chain all applicable requirements (regulatory and AS9100 standards requirements enclosed with the PO, including customer requirements and keys characteristics where required)
  - g) Provide test specimens for design approval, inspection/verification, investigation, or auditing
  - h) Retain all records associated with the purchase orders for a minimum of 5 years or as required by contract and have at our disposal such documents to be controlled
- 15) EPC reserves the right of access by EPC's employees, our customers, and any regulatory authorities to the applicable areas of facilities and to applicable documented information involved in the aerospace order, at any level of the supply chain. When EPC or its customer intends to perform verification at the supplier's premises, EPC will first state the intended verification arrangements and the method of product release. This information will be communicated on the EPC RFQ, purchase order, or via another acceptable purchasing arrangement.
- 16) EPC reserves the right to request evidence from the Supplier to ensure its employees are aware of:
- a) their contribution to product or service conformity
  - b) their contribution to product safety
  - c) the importance of ethical behavior
- 17) DOMESTIC SPECIALTY MATERIALS Supplier warrants that any furnished item containing specialty metals is in compliance with DFAR 252.225-7009, section 225.7003-5. Supplier shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Ensinger Precision Components (EPC).
- 18) FOREIGN OBJECT DAMAGE (FOD) PREVENTION The Seller shall maintain a FOD control program, as defined in AS9146, assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Maintenance of the work area and control of tools, parts and material shall preclude the risk of FOD incidents. Prior to closing inaccessible or obscured areas and compartments during the manufacturing process, the Seller shall inspect for foreign objects/materials. The Seller shall investigate all FOD incidents assuring elimination of the root cause.
- 19) EPC may also require specific actions where timely and/or effective corrective actions to a supplier issue are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from EPC's Approved Supplier list, and legal action.

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- 20) INFORMATION TECHNOLOGY - EPC requires that the Supplier maintains data protection processes and systems to adequately protect specifications, information, data, drawings, software, and other items which are given to the Supplier. If an event occurs where the Supplier knows, or believes that EPC's Data has been accessed, acquired, or disclosed to unauthorized individual(s) (i.e. "Security Incident"), the Supplier shall use reasonable efforts to investigate, contain, and remediate the Security Incident and notify EPC in writing no later than 48 hours after discovering the Security Incident. The Supplier shall encrypt emails to EPC regarding Security Incidents using industry standard encryption methods. The Seller shall ensure equivalent terms, to those contained within this Clause 20, and are incorporated into agreements with their suppliers so that Buyer Data is adequately protected in further sub-tiers of the supply chain.