



## Purchase Order Clauses:

### A) Quality Management System

- Manufacturers - A quality management system in compliance with AS9100, ISO9001 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 Byson Manufacturing, Inc.

### D) Nonconforming Product Notification

- If a nonconformance is discovered prior to shipment that does not affect form, fit, or function, a request for waiver may be submitted. All such requests must be made in writing. Under no circumstances shall shipment be made without written approval from Byson Manufacturing, Inc..
- If a nonconformity is discovered subsequent to shipment the supplier is required to notify Byson Manufacturing, Inc. within 48 hours with nonconformance details and proposed action to be taken.

### E) Right of Access

Byson Manufacturing, Inc., 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 Byson Manufacturing, Inc. of changes in the product or process, changes in sub-tier suppliers, changes of supplier's facility location and when required obtain approval of changes from Byson Manufacturing, Inc..

### 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 Byson Manufacturing, Inc. purchase order, 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 shall ensure that the products provided are protected from damage during production, inspection, packing and shipping operations. Products found to be damaged upon receipt shall be subject to rejection.

### J) Record Retention

Product inspection records, test reports and other documentation indicating conformance to Byson Manufacturing, Inc. purchase order must be retained by the supplier for a minimum of 10 years from date of shipment.

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**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—Class I, including but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or 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 Byson Manufacturing, Inc..
- Seller shall only provide products to be delivered or incorporated as Work to Byson Manufacturing, Inc. 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 Byson Manufacturing, Inc..
- Seller shall immediately notify Byson Manufacturing, Inc. with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit work. When requested by Byson Manufacturing, Inc., 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.

Alternatively, the entire fastener can be covered by protective webbing.

**R) 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.

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**S) 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 seller's performance under this purchase order may be considered a material breach of contract for which Byson Manufacturing, Inc. may elect to cancel any open orders with the seller at no cost to Byson Manufacturing, Inc..

**V) Organizational Knowledge:**

The supplier shall ensure that all employees are aware of their contribution to product conformity, product safety and the importance of ethical behavior.

**The following clauses apply if so stated on the Byson Manufacturing, Inc. 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 Byson Manufacturing, Inc. 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) 1<sup>st</sup> Article Inspection**

A 1st article or first piece inspection report is required with shipment to Byson Manufacturing, Inc.. 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 1<sup>st</sup> 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) Byson Manufacturing, Inc. Source Inspection**

The products in this order are subject to inspection and acceptance by Byson Manufacturing, Inc. prior to shipment from your facility. Please notify Byson Manufacturing, Inc. 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.