



## Purchase Order Terms & Conditions

As a supplier to Emergent Manufacturing Solutions, LLC., it is understood that your organization agrees to meet the following terms and conditions as part of the purchase order.

### 1. Applicable to all suppliers:

- **CHANGES:** Supplier is required to notify Emergent Manufacturing Solutions, LLC. of any changes to a product and/or service being purchased and to obtain approval of such change from an authorized Emergent Manufacturing Solutions, LLC. manager or designee. The supplier shall immediately notify Emergent Manufacturing Solutions, LLC. and explain any circumstances, including labor dispute, which may delay the timely performance of the Purchase Order and shall continue to notify Emergent Manufacturing Solutions, LLC. of any significant changes in delivery status.
- **CORRECTIVE ACTION:** Emergent Manufacturing Solutions, LLC. may require specific actions where timely and / or effective corrective actions to a supplier issue(s) 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 Emergent Manufacturing Solutions, LLC.'s Approved Supplier List, and legal actions.
- **RIGHT OF ACCESS:** Emergent Manufacturing Solutions, LLC., their customers, and regulatory authorities retain the right to access all supplier facilities involved in the purchase order and to all associated / applicable records.
- **SUB-TIER FLOWDOWN:** All purchasing requirements shall be flowed down to sub-tier suppliers or subcontractors.
- **ETHICS & PRODUCT SAFETY:** The Supplier shall ensure its employees, contractors, subcontractors and sub-tier suppliers act ethically and abide by all applicable laws and regulations. Additional guidance on ethics pertinent to the aerospace industry are defined by the Aerospace Industries Association of America (AIA) *Global Principles of Ethics in the Aerospace & Defense Industry*, available here: [https://www.oxebridge.com/downloads/Ethics\\_Global\\_Principles.pdf](https://www.oxebridge.com/downloads/Ethics_Global_Principles.pdf).



## 2. Applicable to suppliers of products and/or raw materials (*not tooling*):

- **TEST REPORTS AND CERTIFICATIONS:** Documented information such as Test Reports, Material Certifications, and / or Certificates of Conformity shall accompany all orders.
- **QUALITY SYSTEM:** Supplier's quality system must comply with either ISO 9001, AS9100, or Oxbridge Q001 latest revision.
- **QUALITY RECORDS:** Material providers shall retain records related to this P.O. for a minimum of ten years.
- **NON-CONFORMING PRODUCT (NOTICE OF ESCAPE):** Suppliers shall immediately notify the Emergent Manufacturing Solutions, LLC. buyer when discrepancies in the Supplier's process or product are discovered or suspected, which may affect parts or assemblies the Supplier intends to deliver to Emergent Manufacturing Solutions, LLC..
- **PACKAGING & MARKING:** Items must be packed/packaged to prevent handling and shipping damage. Packages shall be clearly marked for identification.
- **FOREIGN OBJECT ELIMINATION:** Supplier shall take steps to mitigate contamination by foreign objects/debris throughout the manufacture, assembly, test, and shipping processes. In addition, packaging materials will be taken into consideration when mitigating FOD; packaging materials that generate particles, fibers, or other debris are not acceptable. Specification NAS 412 is recommended to be used as a guide for FOD programs.
- **COUNTERFEIT CONTROL:** The supplier shall comply with AS6174 related to controls for counterfeit material and/or AS5553 for controls related to counterfeit electronic components. No counterfeit or suspect counterfeit parts may be sold or shipped to Emergent Manufacturing Solutions, LLC.. These requirements shall be flowed down to all sub-tier suppliers used by the supplier in the fulfillment of this PO. Suppliers acknowledge that, should Emergent Manufacturing Solutions, LLC. discover suspect counterfeit product, it may not be allowed to return the product to prevent re-entry into the supply chain.
- **SOURCE INSPECTION:** Emergent Manufacturing Solutions, LLC. may inspect the materials, items, parts, components and associated records included in this order at the seller's facility prior to shipment. If notified by Emergent Manufacturing Solutions, LLC. of source inspection, the supplier shall provide facilities, equipment, and assistance as necessary to perform source inspections. Source inspection may include the participation of Emergent Manufacturing Solutions, LLC.'s customer, and/or representatives of regulatory agencies, if required. The seller shall provide notice of not less than five days to the cognizant buyer to permit scheduling of source inspection.



### **3. Applicable to Special Process Providers for Deliverable Hardware**

*“Special processes” are those processes where the output cannot be verified through traditional inspection, testing or other means. Special process outputs typically can only be verified by destroying the product (destructive testing) or through a method outside of the capability of the company. In some cases, the special process output cannot be verified at all. This section does not apply to suppliers of products not intended for delivery to our customers.*

- Providers of special processes, such as but not limited to plating, coatings, welding, soldering, bonding, non-destructive testing (NDT), or any other special process identified on the Emergent Manufacturing Solutions, LLC. PO, shall be approved by Emergent Manufacturing Solutions, LLC. in advance.
- All providers of special processes must define the review and approval of the process, including approval of facilities & equipment, personnel qualification, procedures for implementing and monitoring the process, and requirements for documented information to be maintained.
- Where called out on the Emergent Manufacturing Solutions, LLC. purchase order or contract, the processor may also be required to hold current Nadcap accreditation for the special process(es) subject to the order.
- A Certificate of Conformance or equivalent process certificate, signed by an authorized agent of the provider shall be included with the shipping documentation, including process specification (including revision) and process traceability information (name of processor, date of processing, lot number, batch number, etc.).

### **4. Applicable to calibration and/or test laboratories:**

- Providers of calibration or test services shall be accredited to ISO 17025 by an ILAC member accreditation body, unless the laboratory is the original equipment manufacturer (OEM) or a calibration source officially authorized by the OEM.

### **5. Applicable to Suppliers Granted Delegated Inspection Authority Status:**

- Where Emergent Manufacturing Solutions, LLC. delegates a supplier to perform inspection on its behalf, these suppliers are deemed “Delegated Inspection Authorities” (DIA).
- Delegated inspection may only be performed by a supplier when official DIA status has been granted by Emergent Manufacturing Solutions, LLC. and previously communicated to the supplier.
- DIA suppliers agree to undergo special oversight, including on-site audits of their facilities and processes, in order to obtain and maintain Emergent Manufacturing Solutions, LLC. DIA authorization. DIA suppliers shall maintain all required inspection and/or test records for at least two years, unless otherwise specified on Emergent Manufacturing Solutions, LLC. PO or in written communication from Emergent Manufacturing Solutions, LLC..DIA suppliers may not subcontract inspection or testing of Emergent Manufacturing Solutions, LLC. products to sub-tier suppliers.