



## QMSD-1003 Terms and Conditions

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*Suppliers providing products and services to Gen-El-Mec Associates, Inc. (GEM) agree to the following terms and conditions when they choose to accept any GEM purchase order (PO) or contract.*

**A. Material Certification:** A material certification shall be provided with the shipment stating the specification number of the material being supplied as it appears on the GEM PO, revision letter, PO number, lot code or heat number, shelf life (if applicable) and date of shipment. Actual test results as required by the specification, such as mechanical test data, chemical properties, hardness, etc. shall accompany the certification. This certification must be signed by the authorized agent of the supplier along with the agent's title. Certain PO's may contain a requirement to evaluate and validate the accuracy of the data on the material certifications. Suppliers are required to adhere to evaluation requirements when necessary.

**B. Certification of Conformance:** A certification of conformance shall be provided with the shipment and shall state "All blueprint and/or specification requirements have been met" and that "inspection records, material certifications, and/or special process certifications (when applicable) are on file and available for review." This certification must be signed by the authorized agent, including the agent's title. This certification must include GEM's PO number, part number, revision level, serial number (when applicable), raw material lot number and quantity shipped. A supplier packing list containing the above information may be acceptable.

**C. Special Process Certification:** A certification is required with a statement certifying conformance to each special process (e.g. welding, plating, FPI, heat treat, etc.) performed on the material specification(s) listed on the GEM PO. The signature of an authorized agent of the company performing the special process, including the agent's title must appear on the certification. The certification must also include the GEM's PO number, part number and revision level, serial number (if applicable), lot number (if applicable) and quantity shipped.

**D. Calibration Certification (Independent Lab):** A certificate is required stating that calibration has been performed to the appropriate standards or test requirements to which certification applies, and environmental conditions under which the calibration was performed. The certificate shall specify the date of calibration, serial number of the tool(s) calibrated, the NIST test number for traceability to standards used in calibration or tests, and their due date for recalibration. The certificate must contain a report number for traceability; state the actual readings or results of the tests and the degree of conformance or acceptance to specified requirements. A statement that calibrations or tests were performed in accordance with ANSI/NCSL Z540, ISO10012, or equivalent and are traceable to NIST, must appear on the certificate. The certificate must be signed by an authorized agent of the calibration source, including the agent's title.

**E. Nonconforming Material Process:** Supplier to notify GEM of any existing nonconforming product that has been outsourced for production or special processing. Upon notification, GEM shall conduct arrangements for the disposition of supplier nonconforming material prior to receipt at GEM facility.

**F. Right of Entry:** GEM, customer representative or regulatory agency has the right of access to all facilities involved (including supplier's sub-tier's facilities) in the order and to all applicable records.

**G. Supplier Process Changes:** Supplier to notify GEM of changes in product and/or process definitions, and where required, obtain GEM's approval prior to production. This may include "Frozen Production Processes", Risk/FMEA's, special requirements, critical items, and/or key characteristics.

**H. DFAR/Country of Origin Required:** Items shall be purchased from qualifying countries and "DFAR compliant" and qualifying country of origin shall be documented by the supplier on the certificate of conformance, material certificates, etc. Qualifying countries include: Australia, Belgium, Canada, Denmark, Egypt, Federal Republic of Germany, France, Greece, Israel, Italy, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom of Great Britain, and Northern Ireland.

**I. Supplier Flow-Down of GEM Requirements:** In the event that GEM outsources products to be manufactured or special processes to be performed, and the supplier outsources to sub-tier suppliers, the applicable GEM supplier PO flow-down requirements shall be flowed down to the supplier's sub-tier, (including key characteristics, special requirements, critical characteristics, records, etc.), where applicable.

**J. ITAR/EAR:** When flowed down, the supplier shall ensure that all ITAR/EAR controlled technical data, including equipment and technology, is not disclosed, both in written, oral and/or visual form, to any foreign persons ("foreign nationals") within its facility. This requirement includes any subcontracted materials performed by the supplier sub-tier within their facility. Additionally, ITAR/EAR controlled information must remain within the United States and may not be disclosed to any foreign countries.

**K. Record Retention:** The supplier shall establish and maintain records that provide objective evidence that applicable above requirements have been complied with. These records shall be: a) maintained for a minimum of ten (10) years from the completion date of the contract, unless stipulated for a longer period on the PO; b) stored in a manner to assure they are legible, readily identifiable and retrievable; and c) available to GEM personnel (or their designated representatives) within three (3) working days after notification.

**L. Proprietary Information:** All data provided to supplier under this PO is confidential and shall not be disclosed to any third parties without prior written permission.

**M. DPAS Priority Rated Orders:** When the PO contains a job number with a DO or a DX, the PO is considered a DPAS priority rated order. The PO should be processed as per the requirements indicated in the Defense Priorities and Allocations System Regulation (15 CFR 700, specifically sections 700.13 – Acceptance and Rejection of Rated Orders and 700.14 – Preferential Scheduling).

**N. Personnel:** The supplier shall ensure that all personnel are aware of their contribution to product/service conformity, product safety, and the importance of ethical behavior. When required, GEM may request that personnel of a certain competence level be utilized to perform the service specified on the PO. The supplier is expected to adhere to the competence request and provide competence records should they be required.

**O. Counterfeit Parts/Materials:** The supplier shall establish a process to prevent the use of counterfeit parts/materials and their introduction into the supply chain. In the event that counterfeit parts/materials are found and there is a possibility that they have been received by GEM, the supplier shall contact GEM so that appropriate containment actions and reporting can be determined and implemented accordingly.

**P. Control and Monitoring of Supplier Performance:** GEM shall monitor all supplier receipts for on-time delivery and quality performance on an on-going basis. GEM strives to have all suppliers obtain at least 95% on-time delivery performance and less than a 1% reject rate. In the event that a supplier does not meet GEM's supplier performance requirements, the supplier may be notified. Failure to meet GEM's supplier performance requirements can result in possible removal from the company's approved supplier list.

**Q. Foreign Object Damage/Debris (FOD) Prevention:** The supplier shall inspect for all foreign objects/materials. The supplier shall make every effort to ensure that all provided products shall be free of foreign objects/materials (i.e., coatings not specified on purchase order such as burrs, grease, lubricant, etc.).