

BURKE PRECISION MACHINE COMPANY, INC.

7 HATCHET HILL ROAD P.O. BOX 329 EAST GRANBY, CT 06026 (860) 408-1394 FAX (860) 408-1395
E-MAIL SALES@BURKEPRECISION.COM

Burke Precision Machine Purchase Order Terms & Conditions

GENERAL:

- 1) **ORDER ACKNOWLEDGMENT**
 - The supplier will review all of the PO requirements and may provide an acknowledgement to BPM. If no acknowledgement or request for modification is submitted to BPM then the supplier is deemed to have accepted this PO and all of its terms and conditions
- 2) **PACKING SLIP/INVOICE:**
 - Unless otherwise agreed to between Buyer and Supplier, Supplier shall include an itemized packing slip/invoice with all shipments that adequately identifies the goods shipped, their part number, part revision, and Buyer's PO number.
- 3) **DATA MANAGEMENT AND TRANSMISSION**
 - All data provided to support this order is proprietary and shall not be reproduced in whole or part without the express written consent of Burke Precision Machine. Supplier is responsible to maintain and shall comply with all standards referenced herein by Burke Precision Machine and customers.
 - The supplier's performance will be evaluated for product quality, on-time delivery and responsiveness to concerns and non-conformances.
- 4) **NONCONFORMING MATERIAL**
 - If a nonconforming material situation occurs, the supplier is to notify Burke Precision Machine for instructions. Non-conforming material shall not be delivered to Burke Precision Machine without a clear disposition being received from Burke Precision Machine.
- 5) **PROBABLE CAUSE AND CORRECTIVE ACTION**
 - Supplier shall provide proof of probable cause determination and corrective action for any deficiencies. Failure to respond in a timely and/or effective manner may result in future on-site review, source inspection at suppliers facility, being placed on purchase order hold status and/or disqualification. Costs associated with the identification and correction of deficient material may be charged to the Supplier.
- 6) **ITAR CONTROL**
 - This document may contain technical data as defined in the U.S International Traffic in Arms Regulations (ITAR) section 22 C.F.R § 120.10. The technical data may not be exported, disclosed or transferred to any foreign person (including employees, consultants, or agents), corporation or business association, as defined in the ITAR section 22 C.F.R § 120.16, whether in the United States or abroad, without prior written approval from the U.S Department of State.

MANUFACTURING, SECONDARY OPERATIONS, MATERIALS, AND SPECIAL PROCESSES:

- 7) **QUALIFIED PERSONNEL**
 - All work affecting product identified in this PO performed by the supplier or their sub-contractors must be done by qualified personnel who have been adequately trained and determined to be competent to perform the work.
 - Ensuring that persons are aware of:
 - i) their contribution to product or service conformity;
 - ii) their contribution to product safety;
 - iii) the importance of ethical behavior.
- 8) **SPECIAL PROCESSES**
 - Each special process, including but not limited to: soldering, cleaning/etching or passivation, welding, brazing, plating/coating, heat treating, magnoforming/swaging, electro polishing, acid pickling, impregnating, bonding, glass sealing, shot peening, silk screening, magnetic particle/penetrant or ZX-RAY or N-RAY inspections, or other inspection services, when required by Burke Precision Machine or other process specifications, shall be performed by approved suppliers only, and approved special process operators only.

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9) QUALITY SYSTEM REQUIREMENTS

- Supplier shall maintain a documented quality system that complies with the requirements of government and/or industry quality system standards. Specifically, Supplier shall maintain a documented calibration system in accordance with ISO 17025 and/or a quality system compliant with the requirements of AS9001 or ISO 9001: (latest version) or an equivalent recognized standard. Supplier's quality system is subject to verification and approval at all times by Burke Precision Machine. Use of NIST-traceable test and measuring equipment is required. Records substantiating this shall be made available upon request.

10) CERTIFICATES OF CONFORMANCE.

- Supplier shall make available all pertinent certificates that provide evidence of compliance with all facets of said process or specification. Supplier shall submit with each shipment a Certificate of Conformance stating that the items furnished to Burke Precision Machine are in conformance to the PO. As a minimum each supplier and/or sub-tier certification must contain the following information: (a) Purchase Order Number (b) Lot number (c) Quantity Shipped (d) Part Number, (e) Part Revision, (f) The date of issue, and (g) Signature and title of the Supplier's authorized representative.

11) CERTIFICATIONS AND TEST REPORTS

- Supplier agrees to maintain all material certifications, physical/chemical test reports and/or certificates traceable to material being ordered. All applicable test reports/certifications will be furnished with shipment.

12) FIRST ARTICLE INSPECTION

- When a detailed first article inspection report is required Burke Precision Machine must be notified in advance when the first article inspection is scheduled and reserves the right to witness the actual inspection or to require inspection to verify the data. The report must include all drawing characteristics and applicable notes and must include evidence of conformance to all elements including material and processes. The report must show the part number and revision and purchase order number.

13) 100% INSPECTION

- If 100% Inspection is required then actual recorded results for all characteristics on all parts for variables data, or pass/fail results for attribute data, to ensure conformance to drawing and specification requirements must be provided. A copy of this inspection record is required with the shipment of product.

14) RECORD CONTROL

- Supplier shall have on file for each line item all material, chemical and physical test reports and Certificates of Conformance for processes performed by themselves and their sub-tier suppliers and shall make these documents available for review by Burke Precision Machine upon request. All records shall be retained by them for a minimum of 7 years (unless otherwise specified) after delivery.

15) NOTIFICATION OF CHANGE

- Supplier must notify Burke Precision Machine of any changes in product, process, sub-suppliers, or manufacturing location, and obtain approval of Burke Precision Machine prior to performing any work to this PO

16) SUBCONTRACTING

- Subcontracting ANY or ALL of the work procured on this purchase order without written approval of Burke Precision Machine is prohibited. The supplier must plan and control the temporary or permanent transfer of work. (e.g. from the company to a supplier, from one supplier to another supplier) and to verify the conformity of the work to the requirements of this PO. The supplier identified on this PO retains all responsibility for the conformance of all work applicable to this PO subcontracted by them.

17) RIGHT OF ACCESS

- Burke Precision Machine or its customers reserves the right to witness any and all tests during production as well as final inspection prior to shipment. Right of access by Burke Precision Machine, our customers and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records is implied in the acceptance of this Purchase Order.

18) COUNTERFEIT PARTS

- *The supplier shall have in place processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product as described in AS9100 section 8.1.4.*