

CLETRONICS NA INC

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

- I. **APPLICABILITY:** All clauses below apply to all purchase orders from Cletronics NA, Inc.
- II. **FLOW DOWN:** All applicable AS9100 clauses for the External Provider flow down to the supply chain including key characteristics, statutory and regulatory requirements, and customer requirements where required. A copy of the current revision of AS9100 is available from SAE.
- III. **STATUTORY AND REGULATORY REQUIREMENTS:** AS9100 complements (is not an alternative to) all contractual and applicable statutory and regulatory requirements. Should a conflict exist between these terms and conditions and applicable statutory or regulatory requirements the latter shall take precedence.
- IV. **VERIFICATION OF ITEM TO BE PURCHASED:** When Cletronics NA, Inc. or its customer's drawings and/or specifications for the part(s) described on this purchase order are in the possession of the External Provider, it is the External Provider's responsibility to request updated drawings and or specifications if the revision level of the part(s) being purchased do not agree with the revision levels of the drawings and/or specifications in the External Provider's possession. Under no circumstances is the External Provider to purchase materials or manufacture product until it is in possession of the up to date drawings and/or specifications. The External Provider must notify the Cletronics NA Inc. Material Control Manager of any requests for new drawings and/or specifications.
- V. **RIGHT OF ACCESS:** The External Provider shall allow access by Cletronics NA Inc., its 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.
- VI. **IDENTIFICATION:** Cletronics NA Inc.'s **PO # and part number must appear on all correspondence, packages, and shipping documents, including C of C's and Pack Slips**
- VII. **INSPECTION:** Articles ordered under this purchase order are subject to final acceptance at Cletronics NA, Inc.
- VIII. **ANTI-KICKBACK PROCEDURES:** The policies of Cletronics NA Inc. are in full compliance with anti-kickback procedures (FAR 52.203.7). To report a suspected violation call (330) 239-2002.
- IX. **RECORD KEEPING:** The External Provider shall maintain on file all documentation identified by this purchase order for a minimum of ten (10) years from the date of final payment. The External Provider must apply this requirement to the supply chain if the inspection or test records are not forwarded to the External Provider. These records shall be available for release upon request by Cletronics NA, Inc., its customers, or regulatory authorities.
- X. **FUNCTIONAL TESTS:** Any functional test reports of items to be delivered under this purchase order shall contain the purchase order number, External Provider's name and address, part number, part name, serial number (if applicable), any run time tests conducted, actual results of tests, and approval signature of the External Provider's quality representative. The test report(s) shall be maintained on file by the External Provider and shall be available for review by Cletronics NA, Inc., its customers, or regulatory authorities for a minimum period of ten (10) years from date of final payment.
- XI. **MRB:** The External Provider and/or any of their External Providers/subcontractors do not have authority to process "Use-As-Is", "Repair", "Standard Repair Procedures (SRPS)", or "Non-SRPS" via their Material Review board (MRB). These dispositions, as well as deviations and request for waivers, requiring MRB disposition shall be submitted to Cletronics, Inc. for approval (this does not include rework or scrap). The External Provider/subcontractor shall utilize its appropriate nonconforming material disposition form and submit it to the Cletronics NA, Inc. Material Control manager for approval.
- XII. **NONCONFORMING PRODUCT:** The External Provider is required to notify Cletronics, NA Inc. Material Control Manager of any non-conforming product and obtain Cletronics approval for nonconforming product disposition.
- XIII. **CHANGE CONTROL:** External Provider agrees that the work produced internally and/or the work procured from the supply chain under this purchase order shall comply with the following requirements unless a documented request for change is approved by the Cletronics, NA Inc. Material Control Manager
 1. Work shall not be moved to another production facility
 2. Work shall not be moved to another External Provider in the supply chain
 3. No changes shall be made to the design, manufacturing processes, materials or activities that affect fit, form, or function
 4. A fit, form, or function analysis shall be performed, documented, and included with any request for change

CLETRONICS NA INC

GENERAL PURCHASE ORDER TERMS AND CONDITIONS

5. A documented process shall be in place to review, identify, and submit a request for change to the Cletronics NA, Inc. Material Control Manager
- XIV. COUNTERFEIT PARTS PREVENTION:** Counterfeit parts are not permitted into Cletronics supply chain. All External Providers are required to have a robust counterfeit parts prevention program in place to avoid entry of counterfeit parts into its supply chain. Cletronics reserves the right to request copies of the External Provider's counterfeit parts prevention procedures and training records as needed by Cletronics and its customers.
- XV. ITAR CONTROL:** Per 22 CFR, parts 120-130, the US International Traffic in Arms Regulation, any transmission of technical data and parts, may NOT be shared, transmitted, or provided to any foreign party or entity either verbally or visually without proper licenses from the US State Dept. – this flows down to the entire supply chain and ultimate responsibility falls on each External Provider to assure technical data can be legally shared with another outside party. Consult Cletronics QA / Compliance officer.
- XVI. EXTERNAL PROVIDERS:**
- Are required to
 - o Insure competence, including required qualifications of all persons in its control who work on products or services to be provided to Cletronics NA Inc
 - o Retain records for at least 10 years.
 - o Destroy not simply discard records that are no longer retained
 - o Flow down to their external providers applicable requirements including customer requirements and all other requirements in this clause of Cletronics General Purchase Order Terms and Conditions
 - o Comply with all federal, state and local laws and regulations to the extent applicable to its' operations including, but not limited to, the Equal Opportunity Clauses for minorities and females, covered veterans, and workers with disabilities, implementing E.O. 11246 and 41C.F.R. 60-1.4, 60-2, 60-250, 60-300, and 60-741 respectively and such clauses are hereby incorporated by reference.
 - Cletronics NA Inc. monitors on-time-delivery, quality, responsiveness and cost
 - External Providers shall not include any Conflict Minerals in any products or services sold to Cletronics NA Inc. unless such Conflict Minerals either did not originate in Covered Countries or are DRC Conflict Free.
 - External Providers shall insure that all persons in its control are aware of:
 - o Their contribution to product or service conformity;
 - o Their contribution to product safety;
 - o The importance of ethical behavior
 - o Their contribution to the prevention of the use of counterfeit parts
 - External Providers shall implement a quality management system
- XVII. SPECIFIC TERMS & CONDITIONS:** Specific Terms & Conditions, if noted on a PO, apply in addition to General T&C

CLETRONICS NA INC
GENERAL PURCHASE ORDER TERMS AND CONDITIONS