

**TRI-J Metal Heat Treating Inc. (TRI-J)**  
**GENERAL PURCHASE ORDER PROVISIONS**  
**PO Terms & Conditions - Quality Clauses**

I) CERTIFICATE OF CONFORMANCE (C OF C): A Certificate of Conformance attesting compliance to all related specifications and/or general requirements must accompany services and/or goods procured under this purchase order.

II) SPECIFICATIONS ON C OF C:

- A) If the spec requested has been superseded, the supplier is authorized to use the superseding specs without prior approval; however the C of C must reflect the spec used and why it is not the spec requested.
- B) On the C of C, name the spec used even if no specification is detailed on our documents.

III) INSPECTION & TEST RECORDS: Inspection & test records of any process that are performed under the purchase order are to be documented.

IV) PART IDENTIFICATION & TRACEABILITY:

- A) Each article of the purchase order shall have identification applied at the time of shipment. The method of identification shall be of a nature, which is secure, yet can be easily removed by personnel without mechanical means.
- B) The minimum information that the identification shall contain:
  - 1) The purchase order number.
  - 2) The quantity of the pieces being delivered.
- C) Do not mix unlike parts.

V) OPTIONAL SOURCE INSPECTION:

- A) TRI-J reserves the right to inspect, at supplier's facility, any product under the purchase order. TRI-J shall contact supplier to confirm or waive source requirements. In the event that contact has not been made between TRI-J and supplier before time of completion the supplier is authorized to ship product, provided that all other requirements were met.

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B) All pertinent customers of TRI-J (including Government representatives) reserve the right to be present during any source inspection performed per this clause.

VI) RIGHT OF ENTRY: TRI-J their pertinent customers, and authorities (including Government representatives) reserve the Right-Of-Entry into all facilities involved with this PO to determine and verify quality of work at any and all stages of production. All information, including digital information, records, logs, inspection tests and any other data are subject to review by TRI-J and their customers.

VII) SUPPLIER SURVEY: The supplier's Quality Assurance system is subject to an initial survey and approval by TRI-J and/or their customers. Subsequent review of supplier and/or processors may be conducted before or after issuance of purchase order. Deficiencies identified as a result of a survey shall be noted and follow-up activities taken to ensure proper corrective actions have been implemented.

VIII) SUB-TIER SUPPLIERS: Supplier is responsible for the quality and conformance of all material, supplies and services not provided to supplier by TRI-J

IX) NON-CONFORMING PRODUCT:

A) Any deviation from product specifications or drawing requirements shall be documented and submitted to TRI-J in a timely manner for disposition and shipping instructions.

B) Supplier must notify TRI-J if they become a disapproved source.

X) PROPRIETARY AGREEMENT:

A) All drawings, specifications, technical information and electronic definition used in conjunction with purchase order are considered confidential and proprietary to TRI-J and its customers.

B) Unauthorized reproduction of media is not permitted in any form other than that intended to produce product and/or services directly associated with purchase order.

XI) ITAR COMPLIANCE: In the event TRI-J work is controlled under International Traffic in Arms Regulations. When any document (PO, blueprint, etc.) references "ITAR" or

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“International Traffic in Arms Regulations” the supplier is required to comply with the law.

- 1) TRI-J interprets the law as mandating that no “foreign person” handles the parts or has access to the technical data (PO, blueprint, etc.).
  - For the purposes of ITAR compliance, we interpret a “foreign person” as anyone who is neither a US citizen nor a US permanent resident (green card holder).
- 2) It is the supplier’s responsibility to conform to the law, rather than our interpretation.

XII) ACCEPTANCE OF PRODUCT OR SERVICE: The signature of a TRI-J employee on a packing slip *does not* signify acceptance of the work done. The receiving employee lacks the knowledge and authority to verify that the material is appropriate.

XIII) CONFLICTING REQUIREMENTS: If a conflict exists between any two requirements, including those on this document, contact us for clarification.

XIV) DEFINITION OF SUPPLIER: The word supplier is used in this document with the definition of an external supplier organization, which is a “producer, distributor, retailer or vendor of a product, or provider of a service or information.”

XV) RETENTION OF RECORDS: Supplier shall retain all viable quality and/or test records in accordance with this order and make readily available to TRI-J or its customer, upon request for a period of no less than ten (10) years after date of delivery, unless otherwise stated.

XVI) ACCEPTANCE OF TERMS & CONDITIONS: Acceptance of a PO signifies acceptance of these terms & conditions.

XVII) QUALIFICATION OF PERSONNEL: Supplier shall evaluate qualification of personnel in terms of education, training, skills and experience, and employ competent personnel on TRI-J outsourced products and services.

XVIII) PRODUCT / PROCESS CHANGE: Supplier shall notify the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility

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location and, where required, obtain organization approval, and flow down to the supply chain the applicable requirements including customer requirements.

XIX) NON-CONFORMING PRODUCT: supplier shall notify the organization of nonconforming product, obtain organization approval for nonconforming product disposition.

XX) COUNTERFEIT PRODUCT/MATERIAL: Suppliers shall assure that all products provided to Company are genuine and no counterfeit product shall be used or shipped. Seller shall notify Company immediately if seller suspects or is aware they have furnished counterfeit goods and promptly replace the counterfeit parts with genuine parts. Supplying counterfeit goods to Company will hold the seller responsible for all costs associated with the replacement of said counterfeit parts.

XXI) Employee Awareness: Supplier is required to ensure that personnel are aware of:

1. Their contribution to product or service conformity
2. The importance of ethical behavior.
3. Their contribution to product safety