

Marmetal Industries, LLC				
Number: QC-201	Title: Standard Quality Terms and Conditions	Creation Date 09/16/2024		
Revision Level 0	Approved by: Eric Blore, QC Director	Revision Date		
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Unless otherwise stated on the Purchase Order, the following conditions apply to all Marmetal Purchase Orders:

- **1.0** Contract work shall be performed to the quality requirements outlined in EB 2678Q. Contract work includes, without limitation, raw materials, components, intermediate assemblies, manufacturing processes, services, and quality systems.
- **2.0** Vendor is required to submit to Marmetal any Deviation/Waiver request within 2 days of receipt of the Purchase Order, should the vendor be unable to fulfill any requests made on the Purchase Order. This includes, but is not limited to, availability of requested material, documents, hardware, certifications, processes, tests, delivery schedule, or any other aspect of the Purchase Order request. Marmetal will then determine what action is to be taken by the vendor. In the event of any inconsistency in the ordering data, the order of precedence shall be as follows:
 - 1. Purchase Order
 - 2. Duly authorized Vendor Information Requests or PO supplement
 - 3. The Drawing
 - 4. Component Specification (e.g., EB or Customer Specification)
 - 5. Primary Reference Specifications and Standards (e.g., Military and Federal Specifications)
 - 6. Sub-tier Specifications (e.g., Commercial Specifications)
- **3.0** A Packing Slip, referencing the Marmetal Purchase Order Number, must be provided with every delivery to Marmetal.



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- 4.0 Certification Documents and Record Retention shall be as follows:
- **4.1** All Material Test Reports and Certificates of Conformance must be signed. Electronic Signatures are allowed, provided the following controls are in place:
 - **4.1.1** The signer must take a distinct action to "sign" electronically
- **4.1.2** A means to delegate signature authority which allows the delegated individual to have their own electronic identification (each signer has their own signature).
- **4.1.3** Electronic signatures are clearly identified as such on any printed versions of the document.
 - **4.1.4** Electronic signatures are properly password protected and not shareable.
- **4.1.5** Documents that have been electronically signed shall not allow unauthorized users to change said documents or records. All changes to electronically signed documents or records, made by authorized users, shall be revision controlled, identify the person making the change, and clearly reflect that the document or record has been revised.
- **4.2** All test and inspection records applicable to material supplied against the purchase order shall be retained by the supplier. These records shall include verification that all required inspections and tests have been accomplished with satisfactory results by a qualified individual.
- **4.3** Test records shall be retained for a period of ten years after completion of the last item of the contract/purchase order.

5.0 Material Traceability

5.1 Material supplied to Marmetal must be marked with heat/lot number and must be traceable to supplied material test reports.



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5.2 Traceability of all material supplied by Marmetal, to our sub-vendor, must be maintained through all process operations, including any operations you subcontract out. All documents furnished to MUST indicate the traceability numbers indicated on the material. Failure to comply with these requirements is considered NONCOMPLIANCE with our purchase order. When the marking on a part or piece of material will be removed by the manufacturing process, the marking shall be transferred to another location on the piece. If marking cannot be transferred to another location, it shall be restored after the completion of the operation. Items too small to mark or items that continually have their marking removed by the various manufacturing operations making it impractical to maintain can be controlled by the use of totes, bags, and/or boxes identified with the proper traceability information provided the identity is maintained at all times.

6.0 Material Restrictions:

- **6.1** Marmetal does not procure Conflict Minerals from Covered Countries, as those terms are defined in the Securities and Exchange Commission's final rules governing Conflict Minerals set forth at 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- **6.2** Unless otherwise expressly agreed, all goods, components, hardware, and/or supplies delivered under this Purchase Order shall not be, contain, or have come in direct contact with mercury, mercury compounds, or with any mercury-containing device employing a single boundary of containment. Mercury contamination will be cause for rejection of the goods and correction or replacement shall be at SELLER's expense.
- **7.0** Terms and conditions as stated in this document, special quality provisions, applicable specifications, and/or drawing requirements shall be included in your purchase order to your subtier suppliers.
- **8.0** Marmetal will notify Vendor of any non-conformance, in writing, upon receipt inspection of material/services. Vendor must provide Marmetal with a corrective action response within 5 days of



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receipt of notice of non-conformance. Marmetal will provide Vendor with an approval/disapproval notice after receipt of the corrective action response. In some instances, Marmetal will be required to consult with our customer to determine approval/disapproval. In such circumstances, Marmetal may put the order on hold with Vendor until the response is determined.

- 9.0 Vendor must comply with all Federal and State Labor Laws.
- **10.0** Marmetal maintains a Code of Ethics and strictly prohibits bribes, kickbacks, or any form of improper payments to customers, customer representatives, or suppliers. We also prohibit any employee from accepting such payments. No Marmetal employee may accept, solicit, or give gratuities in return for favorable treatment. As such, we require all Vendors to follow the Code of Ethics.
- **10.1** Any violation of the Vendor Code of Ethics, as determined by Marmetal, will require the Vendor to be placed on the Probationary List. Corrective Action will be determined and implemented. Upon successful completion of corrective action, the Vendor may be placed on the Approved Vendor List. Failure to successfully complete corrective action will result in the Vendor being removed from the Approved Vendor List.
- **11.0** Marmetal is an Equal Opportunity Employer and requires all Vendors to follow Equal Opportunity Employment guidelines, where there is no discrimination against a job applicant or employee based on race, color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age and disability.