

## AS9100 Supplier Terms and Conditions

**General:** As a supplier to IMLCORP, LLC (IMLCORP), you become a key contributor to the products and services that we deliver to our customers. We value the conformance of your products and services to our specifications and requirements, your contribution to our product's safety, and your ethical business practices. If you accept a purchase order from IMLCORP, it is understood that your organization agrees to meet the following AS9100 requirements whenever an IMLCORP purchase order specifies the adherence of Terms and Conditions.

**Scope:** These terms and conditions apply to all external suppliers and sub-tier suppliers which furnish products, processes, or services to be incorporated into IMLCORP's contractually deliverable product..

When indicated on the IMLCORP purchase order, suppliers must have in place a formalized quality management system, preferably adhering to all aspects of the AS9100D specification. Some of the key elements of this quality program as it relates to IMLCORP suppliers are articulated below:

1. IMLCORP will require our external providers to apply the appropriate controls to their direct and sub-tier external providers to ensure that product requirements are met. The appropriate controls may include customer/regulatory/AS9100 specific requirements, and will be indicated on the IMLCORP purchase order. This includes suppliers of process sources (e.g., special processes)
2. IMLCORP is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a IMLCORP authorized manager or designee.
3. IMLCORP requires that the Supplier have policies and procedures to identify potential Counterfeit Parts from suppliers. Seller shall immediately notify IMLCORP with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in a product delivered to IMLCORP. In the event that products delivered under this order constitutes or includes Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts.
4. The supplier shall notify IMLCORP of any changes to a product and/or process, including changes of external providers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval from an authorized IMLCORP manager or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the supplier.
5. IMLCORP requires that the Supplier Terms and Conditions within this document, listed directly on the purchase order, and all quality clauses stipulated by IMLCORP are flowed down to all sub-tier vendors and suppliers.
6. IMLCORP, our customers, and regulatory authorities retain the right of access to supplier:

- a. Facilities involved in the product order.
  - b. Records applicable to product conformance to specifications, which shall be retained for four years from date of purchase order.
7. IMLCORP performs inspection activities to ensure that purchased product meets requirements, including:
- a. Receiving inspections (of supplier products / services / documents) performed by a designated employee. IMLCORP verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications, or by other means. When necessary, IMLCORP may inspect or audit at the supplier's facility.
  - b. Product inspections to ensure they meet requirements, dimensions, etc. Special processes (anodizing, heat treat, welding, etc.) where compliance cannot be verified by inspection will require a Certificate of Conformity.
  - c. Product/service conformity and on-time delivery will be monitored by IMLCORP.
8. When IMLCORP or its customer intends to perform verification at the supplier's premises, IMLCORP will first state the intended verification arrangements and the method of product release. This information will be communicated on the IMLCORP RFQ, purchase order, or via another acceptable purchasing arrangement.
9. To ensure product identification and traceability, IMLCORP will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on IMLCORP's RFQ, purchase order, or may otherwise be communicated to the supplier.
10. All special process must be performed by qualified and competent persons.
11. IMLCORP may also require specific actions where timely and/or effective corrective actions to a supplier issue are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from IMLCORP's Approved Supplier list, and legal action.