EXTERNAL PROVIDER TERMS & CONDITIONS



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All QUALITY CLAUSES IN EFFECT WHERE APPLICABLE - UNLESS OTHERWISE NOTED ON PURCHASE ORDER

PRECEDENCE OF REQUIREMENTS

In the case of conflicting requirements, the following order of precedence will apply; 3PB Solutions LLC Purchase Order, 3PB Solutions LLC Quality Clauses, drawing, material specification, then process specifications. Please note "seller" is used interchangeably with "external provider" throughout these terms and conditions.

QC101 CONTROL OF QUALITY & QUALITY COMMITMENT

The seller shall provide and maintain a quality management system that complies with or exceeds the latest ISO9001 revision. This system shall be subject to audit by 3PB Solutions LLC representatives. If third-party registration is lost, 3PB Solutions LLC shall be notified immediately. If active third-party registration cannot be proven, the seller shall complete QMS form F8.4-02-R01 External Provider Setup & QMS Survey for review by 3PB Solutions LLC personnel before acceptance of any Purchase Order. Compliance with the provisions of this clause in no way relieves the seller of the final responsibility to furnish acceptable supplies or services. The seller is subject to control and monitoring based on recorded on-time delivery and qualify conformance, with the goal of 100% compliance in both areas.

QC102 CERTIFICATE OF CONFORMANCE

A Certificate of Conformance (CofC) shall accompany each shipment of material defined in the Purchase Order. The CofC shall be legible and include, at a minimum, the 3PB Solutions LLC Purchase Order number, part number(s), lot number(s) and revision level(s). An effort should be made to supply product of the same lot. When multiple lots of material are used in completing a shipment, all material lot numbers shall be recorded on the CofCs with the appropriate quantities, and the products shall be segregated and labeled accordingly.

QC103 AGE SENSITIVE MATERIAL (SHELF LIFE)

CofCs for age-sensitive materials shall contain the following, at a minimum: Date of manufacture (cure date), shelf life or expiration date, and storage conditions to achieve shelf life, if not stated on material package. Shipments with less than 50% of its total shelf life remaining when received may not be accepted and are subject to further scrutiny.

QC104 CERTIFICATE OF CALIBRATION

Where applicable, a certificate of calibration shall accompany each shipment of calibrated device(s) defined in the Purchase Order. The certificate shall be legible and include, at a minimum, 3PB Solutions LLC name, a report number or certificate identifier, calibration date, device identification number, device make, model and serial number, status of calibration as received and status of calibration as returned.

QC105 CHEMICAL AND PHYSICAL TEST REPORTS

Where applicable, physical and chemical test report certifications shall be supplied with each shipment. Test reports shall be legible (reproducible condition) and include; 3PB Solutions LLC name, Purchase Order number, part number, latest revision level, material designation, specification, and results of all specified testing requirements and any other requirements specified on the Purchase Order.

QC106 FIRST ARTICLE INSPECTION

First Article Inspection is required on a part representative of the production process to be used in mass production. A copy of the First Article documentation is to be maintained on file and available upon request of 3PB Solutions LLC.

QC107 RECORD RETENTION

External provider shall retain all records pertaining to material, manufacturing processes, special processes, testing, and inspection for a minimum of seven (7) years. Obsolete or expired records shall be deleted, erased, incinerated, or otherwise destroyed. In the event of a sale of business or transfer or records to a new location, MAST shall be notified and record disposition shall be determined at that time.

QC108 NONCONFORMING PRODUCT CONTROLS, RECALLS, & ESCAPE NOTIFICATION.

External providers are required to report any failure, malfunction, or defect in any product, part, process or article that is manufactured and delivered to 3PB Solutions LLC.

QC109 PRODUCT QUALITY

Products shall be uniform in quality and condition, sound and free from foreign materials and imperfections detrimental to the usage of product. The product must be of an overall quality consistent with good industry practices and adhere to requested PO requirements without deviation.

QC110 IDENTIFICATION, TRACEABILITYAND COUNTERFEIT PARTS PREVENTION

All parts, material and/or applicable documents must be identified by part number and a manufacturing lot number or batch number by the seller. (A lot or batch number is defined as parts and/or material produced by one manufacturer in one unchanged process, in accordance with the same drawing and/or specification revision.) An effort should be made to supply product of the same lot. When multiple lots of material are used in completing a shipment, all material lot numbers shall be recorded on the CofC with the appropriate quantities and the products segregated and labeled accordingly. Traceability must be maintained to link to subcontractors and raw material external providers. All distributors in the external provider chain must be authorized by the OEM or OCM. Where Purchase Order documents indicate a trade name, traceability to the OEM or OCM is required.

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QC111 GOVERNMENT, CUSTOMER OR REGULATORY AGENCY RIGHT TO ENTRY

3PB Solutions LLC, Government, Customer or Regulatory Agencies reserve the right to inspect any or all of the work included in this Purchase Agreement at the external provider's location prior to shipment. Verification by the customer shall not absolve the external provider of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by customer. External provider shall be notified prior to shipment if 3PB Solutions LLC Government, Customer or Regulatory Agency inspection is required. Necessary equipment and assistance shall be made available to purchaser's representative.

QC112 SUBCONTRACTED SERVICES

Requested services are to be performed by the contracted external provider. External provider is not permitted to flow down services to a sub-tier contractor without prior written approval of 3PB Solutions LLC. If/when approved by us, all 3PB Solutions LLC requirements, including key characteristics, specifications, drawings, and other information must be flowed down to the sub-tier contractor(s), including <u>FAR clauses</u> as required by the terms of the primer contract or by operation of law or regulation.

QC113 FLOWDOWN OF REQUIREMENTS (DFARS 252.225-7014)

When required by contract or Purchase Order, raw material or items which contain "specialty metals" (defined as certain steel and other alloys, titanium, and zirconium) shall be acquired from domestic or "qualifying country" sources.

QC114 FLOWDOWN OF REQUIREMENTS FOR SPECIAL PROCESSES (NADCAP)

NADCAP Accredited Process Source – As required by contract or Purchase Order, NADCAP accredited external providers shall be flowed down to the sub-tier contractor for all special processes.

QC115 10+2 IMPORTER SECURITY FILING

Where applicable, 3PB Solutions LLC requires a 10+2 Importer Security Filing form be completed and provided to 3PB Solutions LLC at least 48 hours in advance of delivering the goods to the port they are intended to ship from. Failure to provide the completed 10+2 Importer Security Filing form may result in penalties of up to \$5,000.00 as imposed by the US Customs and Border Protection agency.

QC116 CRITICAL ITEM CONTROLS

Safety critical and critical to quality items where designated on drawing require inspection of each manufacturing lot. Statistical process controls or 100% inspection is required. External provider must retain and provide upon request. Purchase Order will indicate documentation requirements.

QC117 COMPLIANCE WITH LAWS AND ETHICAL CONDUCT

3PB Solutions LLC expects all of our external providers and sub-tier contractors to comply with all country, federal, state, and local laws and engage in ethical conduct globally and as related to human rights and child labor laws.

QC118 ENVIRONMENTAL COMPLIANCE

Certification to the latest EU RoHS, EU REACH, and California Prop 65 regulations is required for all products shipped to 3PB Solutions LLC. If certification is not achieved there must be a disclaimer supplied and approved by 3PB Solutions LLC before acceptance of a Purchase Order.

QC119 PROCESS CHANGE NOTIFICATION

3PB Solutions LLC requires pre-authorization of any changes to product, process, service, or manufacturing location changes.

QC120 DPAS Rated Orders DO, DX, ETC.

When noted on Purchase Order: This is a Defense Priorities and Allocations System rated order (15 CFR 700) and must be given priority to meet due date.

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