

**PURCHASE ORDER / TERMS AND CONDITIONS & QUALITY CLAUSES**

**Effective Date: Jun 1 2018**

**01)** Supplier assigned Purchase Orders where certifications may be required to appear on the applicable end user's approved suppliers list and must appear on Versaform Canada Corporation Approved Suppliers List thru acceptable performance. Aerospace suppliers must maintain a Quality System that is at minimum, compliant to the latest revision of ISO9001 and AS9100/AS9110/AS9120 as applicable. Suppliers that perform special processes require End User (OEM) / Customer and NADCAP certification as applicable. These requirements may not apply to Suppliers that are considered distributors or supplier of commercial products, or suppliers where Versaform can oversee the quality process. Suppliers are required to advise Versaform Canada Corporation of ownership and quality management changes. The sub-contract supplier is required to notify Versaform Canada Corporation of any changes in controlled processes, products or services, equipment, changes to their external providers, facility location of manufacture, approval status, management or ownership

**02)** It is the Supplier's responsibility to assure design and development control of their products or services if applicable, and that they are in possession of the latest document revision level pertaining to the applicable specification(s) listed on Purchase Orders. If not, contact Versaform Canada Corporation before proceeding. The Supplier assumes all responsibility for processing product to obsolete, out of date or substitute specifications without written authorization by Versaform Canada Corporation. Failure to adhere to all requirements of the Purchase Order, drawings and specifications listed may leave the Supplier liable for expenses incurred as a result of such failure.

**03) INSPECTION SYSTEM:** The Supplier shall have an adequate inspection system for maintaining control of materials/products fabricated/manufactured in their facility. Calibration procedures must meet, as a minimum, the requirements of ISO 17025 or ANSI Z-540. Supplier's inspection system may be periodically audited by Versaform Canada Corporation personnel and/or by its customers. Required information from supplier may include the approval of products and services; methods, processes, and equipment; the release of products and services. Other information that may be required, if applicable: special requirements, critical items, key characteristics, test inspection, verification results, and statistical techniques used for product acceptance, test specimens for design approval, inspection/verification, investigation, or auditing results.

**04)** When authorized in writing by Versaform Canada Corporation, delegated product quality verification may be performed at the Supplier's facility by qualified personnel; such authorization will be stated on Purchase Orders and will preclude receiving inspection being performed at Versaform Canada Corporation. Versaform Canada Corporation reserves the right to remove such authorization delegated, in writing, should conditions warrant such action.

**05)** Versaform Canada Corporation and its Customer(s) reserve the right to access the Supplier's facilities including applicable areas and any applicable documented information involved in the Purchase Order to verify that product and systems conform to specified requirements at any level of the supply chain. Such verification is not to be used as evidence of the effectiveness of quality control by Suppliers. Verification at the Supplier's facility by Versaform Canada Corporation and its Customer(s) does not preclude subsequent product rejection by Versaform Canada Corporation or its Customer(s).

**06)** Verifiable documentation for qualifications and competence of personnel; and condition of equipment directly involved with the processing of product to a controlled specification must be maintained and available upon request. Suppliers must also ensure that personnel working on Versaform products are aware of their contribution to products, or service conformity; their contribution to product safety, and the importance of ethical behavior.

**07)** If specified on the Purchase Order a First Article Report (FAI), documenting 100% inspection of at least one part from the first lot produced, must accompany the first shipment of the applicable part number. The FAI report must list all drawing characteristics (e.g. dimensions, notes, materials/process requirements, etc), as well as any additional documented requirements. The report must reflect actual dimensions obtained for each characteristic and use a format that meets the requirements of AS9102 ~ latest revision.

**08)** The supplier shall provide with all products, a Certificate of Conformance or certification signed by an authorized person that identifies all relevant technical data (e.g. lists the processes performed, applicable specifications, drawings and revision levels, process requirements, work instructions, etc). If sub-tier suppliers are used, the supplier is responsible for the flow down of applicable requirements, and they must be from customer-designated or approved external providers, process sources, and a Certificate of Conformance is required from their facilities as well. Suppliers are required to retain records of work performed for a minimum of ten (10) years or for the time frame as defined within internal procedures. The Supplier shall notify the buyer, within 24 hours of discovery, of any non-reworkable product in-process at the Supplier's facility or non-conforming product shipped to Versaform Canada Corporation. Parts known to be non-conforming by the Supplier prior to shipping will be clearly identified and require prior authorization from Versaform Canada Corporation to ship the product. It is the responsibility of the Supplier to respond to written Corrective Action Requests within the time frame stated on the request.

**09)** When raw material is supplied for processing, no substitute will be used without authorization by Versaform Canada Corporation. All raw material furnished must be accompanied by actual manufacturers certification to verify the material provided is not counterfeit. Purchase Order requirements will not be subcontracted unless otherwise specified by Versaform Canada. When authorized to use a subcontracted source the Supplier will flow down the applicable requirements in the purchasing documents, including key characteristics, DPD datasets etc. to its sub-tier suppliers.

**10)** Product will be packaged as specified by Purchase Order requirements. If not specified, product shall be protected and packaged using the best commercial practices.

**11)** The Purchase Order Number and Specified Job Number must appear on all certifications, shipping documents and invoices or payment will not be processed. All invoices noting additional cost or work, in excess of the authorized dollar amount or work stated on the original Purchase Order, will be returned unprocessed unless written authorization covering such additional costs has previously been received from Versaform Canada Corporation.