F O Engineering, Inc.

General Terms & Conditions

- GTC-1 Conformance to Purchase Order Requirements: The Supplier is responsible to verify and demonstrate conformance to all Order requirements. Neither audit, surveillance, inspections and/or tests made by F O Engineering, Inc. or its customers at the Supplier's facility, the Supplier's sub-tier's facility, or upon receipt at F O Engineering, Inc., relieves the Supplier of the responsibility to furnish acceptable products or services that conform to all Order requirements, nor does it preclude subsequent rejection by F O Engineering, Inc. or its customers. By delivering products or services on the Order, the Supplier certifies that such products or services are in conformance with all applicable requirements of the Order and objective evidence of conformance is available and will be furnished to F O Engineering, Inc. upon request.
- GTC-2 Requirements Flow Down to Sub-tier Suppliers: All applicable requirements that are invoked or applied to F O Engineering, Inc.'s Purchase Order, including this clause, shall be flowed down to the Supplier's sub-tier suppliers.
- GTC-3 Right of Access: Work under this Purchase Order is subject to surveillance and/or inspection at the Supplier's facilities and sub-tier supplier's facility by representatives of F O Engineering, Inc., F O Engineering, Inc. customers, and the U.S. Government and/or regulatory agencies. If a surveillance and/or inspection are to be conducted, the Supplier will be notified prior to this event.
- GTC-4 Change Authority: The Supplier may not make any changes in products, processes, materials, or data, e.g. drawings and specifications that may affect fit, form, function, reliability, or maintainability of the delivered item without specific written approval by F O Engineering, Inc. prior to making such changes.
- GTC-5 Nonconforming Product: Any products found to be nonconforming to F O Engineering, Inc. drawings, specifications, Purchase Order, or other applicable requirements either by the Supplier or the Supplier's sub-tier suppliers, shall be identified, segregated, and reworked or replaced with conforming products prior to delivery to F O Engineering, Inc. .

When nonconforming product cannot be reworked or replaced with conforming product, the Supplier shall submit a request to disposition nonconforming product to F O Engineering, Inc. prior to any shipment. When authorized by F O Engineering, Inc., the Supplier shall complete the required nonconformance reporting forms that will be furnished, along with instructions for their completion. After review and disposition by F O Engineering, Inc., a copy of the nonconformance form with disposition will be returned to the Supplier.

The Supplier may not ship to F O Engineering, Inc. any nonconforming products that have not been dispositioned by F O Engineering, Inc. unless authorized by F O Engineering, Inc. in writing. When F O Engineering, Inc. dispositioned products are delivered to F O Engineering, Inc., the Supplier shall reference the nonconformance report number on the packing list/shipper and include a copy of the dispositioned nonconformance report with the shipment. The subject product shall be marked or tagged to permit easy identification on receipt at F O Engineering, Inc.

F O Engineering, Inc. reserves the right to reject and return any nonconforming products to the Supplier at the Supplier's expense. Returned products that are reworked or replaced by the

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Supplier and re-submitted to F O Engineering, Inc. shall be clearly identified as re-submitted products on the Supplier's packing list/shipper with a statement that the products are replacement **or** reworked to meet all applicable requirements and reference the F O Engineering, Inc. nonconformance report number.

GTC-6 Certifications: The Supplier shall furnish with the initial delivery of products and/or services on the Purchase Order, all certifications, test reports, and other documents issued by the Supplier or its sub-tier sources as required by the Special Clauses listed on this Order. The Supplier is responsible to ensure that all required certifications furnished are complete, legible and reproducible, accurate, and in conformance with all Purchase Order requirements. F O Engineering, Inc. reserves the right to return all products to the Supplier at the Supplier's expense when the certifications are not properly executed.

All certifications shall be in the English language and as a minimum include the following information and data:

- a) Name and address of the issuing company
- b) Part number and revision, including F O Engineering, Inc. 's part number when applicable
- c) Source manufacturer's lot, heat, batch, date code, and/or serial number when applicable
- d) Quantity processed and/or delivered
- e) F O Engineering, Inc. 's Purchase Order number and line item number, if applicable
- f) Name (typed or printed) and acceptable signature of the authorized official of the issuing company. Signatures are considered acceptable only if applied under the direct control of the authorized official whose name appears on the certification.
- GTC-7 <u>Product Identification</u>: All products delivered under this Order must be identified with a part number or other identification in accordance with the drawing, specification, and/or Purchase Order requirements.
- GTC-8 Preservation, Packaging, and Shipment: Unless otherwise specified by this Purchase Order, the Supplier shall use good commercial standard practices for the preservation, packaging, and shipment to prevent damage to products during shipment to F O Engineering, Inc. or deterioration while in storage at F O Engineering, Inc. Exterior labeling on packages shall minimally include the Purchase Order number as well as adequate identification of precautions needed to ensure the integrity of the product being shipped.
- GTC-9 Record Retention: The Supplier and the Supplier's subcontractors shall maintain verifiable objective evidence of all inspections and test performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization. These records shall be made available to customer and/or government representatives upon request and shall be retained in a safe, accessible location for the period of ten (10) years.

Record Retention terms called out in SC-4 on the purchase order will supersede any other required retention dates.

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The Supplier's records associated with the manufacture of serialized or lot controlled articles will provide for continued traceability of serial numbers or lot number identification through all phases of manufacture, commencing with the raw material and continuing through final acceptance of the end item.

Records held beyond the required retention period shall not be destroyed without F O Engineering, Inc.'s written concurrence.