



Purchase Order Terms and Conditions

This document provides specific assurance requirements for all supplies purchased by Interlake Industries, Inc. ("Interlake Industries") as specified on Interlake Industries' purchase order ("Purchase Order" or "PO") of which these Purchase Order Terms and Conditions (collectively, "Terms and Conditions") are a part or are attached, to assure that such supplies conform to the required levels of quality and reliability. The failure by the seller of such supplies (the "Seller") to comply with all codes and other information specified on the PO will be cause for rejection of the supplies furnished. The Seller acknowledges and agrees that by accepting the PO from Interlake Industries for fulfillment, the Seller thereby accepts that these Terms and Conditions are a part of and incorporated in such PO.

-The following items apply to all Purchase Orders issued by Interlake Industries

Communicating Language.

The Seller shall have the capability to communicate in English. All documentation shall be in English. In cases where the Seller maintains copies in their native language as well as in English and there is a conflict, the English document shall take precedence.

Approved Suppliers - Survey / Audit. – The Seller acknowledges that the following are requirements for a supplier to be listed on Interlake Industries' Approved Supplier List ("ASL"):

Suppliers may be added to the Interlake Industries ASL by one or more of the following means:

1. Certified to ISO 9001 (Current Revision)
2. Certified to AS 9100 (Current Revision) – For PO's with an Aerospace Designation
3. NADCAP Certified (Current Revision) – For PO's with NADCAP Designation
4. Completed Interlake Industries Self-Assessment or Supplier Audit

If a supplier does not maintain their QMS or fails to respond to nonconformance issues they may be removed from the Interlake Industries ASL.

Suppliers are required to provide Interlake Industries with a current copy of their certifications and the renewals thereof.

Inspection / Nonconformances.

All supplies are subject to Interlake Industries receiving audit / inspection. Nonconforming material will be held, either at Interlake Industries or at the Seller's facility until an authorization / disposition is obtained in writing from Interlake Industries or its customer. All material dispositioned as a return to supplier, shall be returned to the Seller at the Seller's expense.

Calibration.

The Seller shall implement and maintain a system for control and use of inspection and / or processing equipment in accordance with MIL-STD-45662. All inspection and / or processing equipment shall be calibrated against certified standards which have known valid relationships traceable to National Standards.

In-Process Controls.

The Seller shall have a system for controlling the hardware throughout the manufacturing process. This may be accomplished using a manufacturing outline, part traveler, shop routing or other suitable method which details the planned step by step operation sequence, inspection points and provisions for controlling the drawing / specification revision status during the manufacturing process.

Interlake Industries Supplied Material.

If the materials furnished on this Purchase Order have been provided by Interlake Industries for the specific supplies specified on this Purchase Order, traceability must be maintained at all times. No substitution of material composition, size or specification will be allowed unless written authorization is received from Interlake Industries.

Interlake Industries Supplied Inspection Gaging.

The Seller is held solely responsible for the protection and care, other than normal wear, of all inspection gaging that may be loaned by Interlake Industries. Loaned gaging, or replacement gaging of equal quality shall be returned in a condition acceptable to Interlake Industries upon completion of this Purchase Order or upon demand or notice. Unless otherwise specified, said gaging is subject to recall for Interlake Industries calibration.

Interlake Industries Supplied Tooling.

Tooling furnished by Interlake Industries shall be used for production of supplies on this PO. Unauthorized alteration of said tooling is prohibited. Tooling damage while in Seller's possession will be debited to the Seller's account, and the Seller consents to any such debiting by Interlake Industries. Tooling shall be returned in a condition acceptable to Interlake Industries upon demand or notice.

First Run Validation Review / Approval.

If required by the Purchase Order, the Seller shall submit a product validation package (PPAP, FAI, ISIR) for Interlake Industries' approval. This shall include a complete inspection of one to five tagged / identified parts in the first shipment or, if directed on the Purchase Order,



Purchase Order Terms and Conditions

prior to production. The report shall accompany the tagged / identified part(s). The validation part(s) must be a true representative sample and have been produced by the normal manufacturing practices to be used on production parts.

Competence.

The Seller shall determine the necessary competence / qualifications of person(s) doing work under its control that affects the performance and effectiveness of the QMS. Such competency shall be based on appropriate education, training or experience.

Handling of Sub-tiers.

The quality requirements specified on the Interlake Industries PO also applies to the Seller's sub-tier suppliers. The Seller accepts full responsibility to ensure sub-tier supplier compliance with all specified codes and Interlake Industries and Interlake Industries' customer's requirements.

Performance Monitoring.

Interlake Industries monitors the Seller's delivery and quality of products received. Interlake Industries may issue a Supplier Corrective Action Request (SCAR) as Interlake Industries deems necessary. The Seller is required to promptly address the root cause(s) and implement corrective action(s) when SCARs are issued. To prevent further action, the Seller shall provide an acceptable RCCA by the date requested by Interlake Industries.

Right of Entry.

All work performed shall be subject to inspection, surveillance and / or test by Interlake Industries, its customer representatives and / or Governmental and Regulatory Agencies at all reasonable times, including the period of performance, at the Seller's facility or any other entity engaged in the performance of work to fulfill the PO

Drawing Control.

The drawing(s) and any specifications provided are to be considered as the property of Interlake Industries' customer and must promptly be returned to Interlake Industries upon completion of this Purchase Order if required by the Purchase Order.

Special Packaging Requirements.

The supplies specified on this Purchase Order require specific packaging to prevent any damage in transit or storage. All special packaging requirements shall be specified on the Interlake Industries PO or separate document.

Special Handling Requirements.

The supplies and / or products specified on this Purchase Order are precision hardware with stringent dimensional and cosmetic requirements. Extreme care and handling shall be exercised to prevent any damage. All damage or suspect damage shall be reported immediately to Interlake Industries.

Protection of Materials in Transit.

All material delivered on this Purchase Order must be packed in a manner to prevent any damage in shipment and storage. All packages are to be properly identified

Final Inspection, Test / Verification.

Prior to shipment to Interlake Industries, the Seller will perform a final inspection as required to substantiate the Purchase Order requirements. Documented in process inspection may be used as substantiation for reduced final inspection.

-In addition to the above, the following items apply to all Purchase Orders designated Aerospace

Special Process Procedure Approval.

If required by the Purchase Order, the Seller is required to submit a written procedure, manufacturing outline, part traveler or shop routing detailing the planned step by step operation sequence, inspection points and provisions intended for processing, for approval by Interlake Industries. No operation shall be processed until authorization / approval is secured, in writing, from Interlake Industries.

Critical Items / Key Characteristics.

If required by the Purchase Order, the supplies specified on this Purchase Order contain product and / or features identified as a "Critical Item" or "Key Characteristic". When identified as such, additional action(s) from the Seller are required. Special instructions shall be defined on the PO.

Statistical Process Control.

If required by the Purchase Order, the Seller shall implement and maintain a system for Statistical Process Control (SPC). The Seller's control plan and procedures shall be submitted to the Interlake Industries Quality Team for review and approval. All control plans, control charts, capability studies and any corrective actions taken on the process shall be provided to Interlake Industries with each shipment.



Purchase Order Terms and Conditions

Quality Management System.

The Seller shall have a Quality Management System (QMS) that can fulfill the quality codes as specified on the Interlake Industries PO.

Controlled-Significant Processes.

The process, procedure and / or operation specified on this Purchase Order is / are under vendor substantiation requirements and must be performed in accordance with a previously approved procedure. No changes to this approved procedure are permitted without the express prior written consent of Interlake Industries.

Nonconforming Material.

The Seller shall implement and maintain a system for control of nonconforming material, a system for assuring prompt action to correct the cause of nonconforming material and a system for withholding and segregating nonconforming material from normal production pending disposition.

Counterfeit Prevention.

The Seller shall plan, implement and control processes appropriate to its organization and the product for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Interlake Industries. Product will only be accepted by Interlake Industries with documentation certifying unbroken traceability (e.g., serialization, lot or batch number) throughout product life.

Notification of Changes.

The Seller shall notify Interlake Industries of any changes in the certification / registration / accreditation or major audit findings within (2) business days of receiving notification of the change / finding. Examples of changes in registration include (but are not limited to) new certification, suspension or expiration. The Seller shall notify Interlake Industries of changes that may affect quality within (7) calendar days. Examples of changes include (but are not limited to) changes in ownership, company name change, Management, manufacturing location, process, product and inspection techniques.

Nadcap Certification Required.

If required by the Purchase Order, the Seller and all members of the Seller's supply chain shall be Nadcap certified.

Certification of Conformance.

If required by the Purchase Order, each shipment must be accompanied by a signed and dated Certificate of Conformance attesting that supplies or services provided by the Seller were performed in accordance with all specified Purchase Order requirements.

Material Certification.

If required on the Purchase Order, the Seller is required to furnish material mill certification, i.e. physical and chemical test reports as applicable in accordance with the specifications specified on this Purchase Order.

Test Specimens.

If required by the Purchase Order, the Seller shall promptly provide test specimens for design approval or inspection / verification purposes.

Record Retention.

The Seller shall retain all associated records / documentation for 10 yrs. Flight Safety Part records / documentation must be retained for 40 yrs.

Right of Access / Source Inspection.

The Government, Regulatory Agencies, Interlake Industries' customers and Interlake Industries each shall have the right to inspect, at the seller's plant, all materials specified on this Purchase Order.

Product Conformity.

Unless otherwise specified on the PO, or by written approval from Interlake Industries, the product or service supplied by the Seller must conform to all drawings, specifications and PO requirements. The Seller shall make its employees aware of their contribution to product conformity.

Product Safety.

The Seller shall have control of the processes needed to assure product safety during the entire product life cycle, as appropriate to its organization and product. The Seller shall raise awareness of product safety to its employees.

Ethical Behavior.

The Seller shall set forth in writing for the review by each of the Seller's employees, the shared accountability of each of its employees to conduct business with honesty and integrity. Example: Code of Ethics or equivalent.

Mercury Free Material

Material furnished under the PO must be certified as "Free of Mercury" in any form. Mercury bearing instruments and / or equipment, which may cause contamination, shall not be used in the manufacture, assembly or testing of the materials sold to Interlake Industries, including by sub-tier suppliers.



Purchase Order Terms and Conditions

ITAR and EAR

The export of documentation or files sent that contain technical data is, or may be, restricted by the Arms Export Control Act and the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulations (EAR). Diversion of technical data contrary to U.S. law is prohibited. The export, re-export, transfer, or re-transfer of this technical data to any other company, entity, person, or destination, or for any use or purpose other than that for which the technical data was originally provided by Interlake Industries' customer, is prohibited without prior written approval from such customer and authorization under applicable export control laws.

Counterfeit Parts

All suppliers must adhere to AS6174 regarding Counterfeit Material and assuring acquisition of authentic and conforming material. If the Seller sells raw material / components, then the Seller shall ensure that only new and authentic materials / components are used fulfilling PO's to Interlake Industries.

-The following item applies to Calibration Service Providers Only

Calibration Services.

If the Seller is performing calibration services for Interlake Industries, then the Seller shall use equipment which has been calibrated and maintained using standards which are traceable to the National Institute of Standards and Technology (NIST).

Calibration certifications for equipment will contain the following information as a minimum:

- a) Seller's name.
- b) Seller's Certification number.
- c) Equipment description and Equipment ID (model no., serial no.).
- e) Date calibration performed.
- f) Due date of next calibration.
- g) Description of standard(s) and method(s) and procedures used for calibration.
- h) NIST test number of standard(s).
- i) Date of standard(s) calibration and due date of standard(s) next calibration.
- k) Identification of personnel performing calibration services.
- l) Measured values.
- m) Applicable environment conditions.

Measuring, test and processing equipment shall be packed adequately to prevent damage in shipment or storage. All standards or reference standards which are found to be out of manufacturer's specified tolerances shall be immediately reported to the Interlake Industries Quality Team.