

MasterResearch &Mfg.Inc. PURCHASEORDER TERMSAND CONDITIONS

<p>THE FOLLOWING GENERALTERMS ANDCONDITIONS(GTC) APPLYTOALLMRMPURCHASE ORDERS AND CONTRACTS,UNLESS OTHERWISE NOTED. SPECIFICMRM QUALITYREQUIREMENTS (MRMQR) CLAUSES APPLYWHENNOTED ON THE PO.</p>	
GTC	RIGHTOFENTRY. RIGHT OF ENTRY FOR MASTER RESEARCH, THEIR CUSTOMER AND REGULATORY AUTHORITIES TO APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS.
GTC	ACCEPTANCE OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE BY THE SELLER.
GTC	AMENDMENTS TO THIS ORDER, OR MRM TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND/OR REVISION TO THE PURCHASE ORDER TERMS AND CONDITIONS. MRM WILL CONSIDER SELLER'S REQUEST TO MODIFICATION OF, OR EXCEPTION TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE)
GTC	PRICE AS STATED ON THIS ORDER COVERS ALL GOODS AND SERVICES TO BE PROVIDED BY THE SELLER AS SPECIFIED IN THE ORDER. THESE PRICES ALSO COVER ALL CHARGES FOR PACKAGING, CONTAINERS, AND TRANSPORTATION, UNLESS SPECIFICALLY DEPICTED OTHERWISE ON THE FACE OF THE ORDER
GTC	SHIPMENT OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B. AS SET FORTH ON THE FACE OF THE ORDER. SELLER SHALL FOLLOW BUYER'S INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS STATED ON THE FACE OF THE ORDER.
GTC	SCHEDULE FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SELLER'S REASONABLE CONTROL. HOWEVER, IF THE SELLER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, THE BUYER MAY APPROVE A REVISED DELIVERY SCHEDULE, OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.
GTC	HAZARDOUS MATERIAL SELLER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.
GTC	PACKAGING AND PROTECTION OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE MRM PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.
GTC	CHANGE NOTIFICATION WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY MRM OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION WHERE FIT FORM OR FUNCTION MAY BE AFFECTED.
GTC	CANCELLATION SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.
GTC	TOOLING FURNISHED BY MRM SHALL BE MAINTAINED IN DOORS, THE SELLER IS RESPONSIBLE TO ENSURE ADEQUATE CARE IS UTILIZED WITHIN THEIR FACILITY, TO MAINTAIN THE TOOLING IN GOOD WORKING CONDITION. ANY DAMAGES TO THIS TOOLING, WHILE IN THE CARE OF THE SUPPLIER SHALL BE REPORTED TO THE MRM BUYER IN WRITING. MRM SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SELLER. SELLER REWORK OF MRM FURNISHED TOOLINGS SHALL BE AUTHORIZED IN WRITING.
GTC	QUALITY ASSURANCE. The supplier shall comply with the MRM Quality System requirements as specified by the MRM Supplier Survey or purchase order. Supplier agrees to implement and maintain the Quality or Inspection System during the performance of this contract. <u>An authorized Certificate of Conformance is required with each shipment. Process suppliers shall furnish a complete Certificate of Conformance with each shipment indicating the PO number, specification number and revision, name of supplier and quantities accepted and rejected. Materials suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision. actual chemical composition and physical properties, melt, heat, batch, or lot.</u> Additional MRM Quality Requirements (MRMQR clauses) apply when referenced by MRM PO. The supplier is not authorized to perform Material Review action for nonconforming material.
GTC	NONCONFORMANCES Upon acceptance of a MRM purchase order, the supplier agrees that MRM is entitled to reimbursement of MRM labor and material costs associated with seller responsible non-conformances and damages. Any/All non-conforming parts must be clearly identified, documented and segregated.
GTC	RECORDS RETENTION The supplier must retain copies of certifications, test data, chemical and/or Physical test reports, lot control data, inspection records and other pertinent Data requirements. These results and records are to be maintained by the supplier and made available to MRM or MRM's Customer Representative upon request, for a minimum period of ten (10) years after shipment to MRM, or as specified on the face of the P.O., whenever unique record retention requirements are imposed.
GTC	COUNTERFEIT GOODS PREVENTION: (a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts. (b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is NOT available, distributor shall provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder. (c) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify Buyer. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier. (d) In the event that Goods delivered under this Order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action. (e) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer. (f) In the event that any Counterfeit product is discovered, it shall under no circumstances, be returned to the supplier that provided it.

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GTC	REVISION STATUS OF SPECIFICATIONS AND RELEVANT TECHNICAL DATA: Seller and subcontractors at all tiers shall provide MRM with the latest revision of any specification, standard and technical data that is applicable to this contract. Contact the Buyer's Authorized Procurement Representative in the event of any inconsistency in any applicable specification or standard.
GTC	CONFLICT MINERALS: Seller hereby certifies that no material delivered by Seller to Buyer under this Order contains any substance originating from the Democratic Republic of Congo or any other adjoining country that would require disclosure by Buyer under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated there under. Seller represents and warrants it has adopted all appropriate policies and procedures and has taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street reform and Consumer Protection Act and all rules promulgated their under, to grant the certification in the proceeding sentence. Seller shall flow down the substances of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by buyer.
GTC	AWARENESS: Seller is to ensure that personnel is aware of, their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior
MRMQR1	The suppliers shall implement a Quality System in compliance with ISO9001. (Design and Development excluded)
MRMQR2	The suppliers shall implement a Quality System in compliance with AS9100. (Design and Development excluded)
MRMQR3	The supplier and suppliers/subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO10012 or ANSI Z540-1.
MRMQR4	MRM Source Inspection and/or Customer Verification is required at supplier facility prior to shipment. MRM will place an Inspection Stamp on the supplier's shipping to indicate MRM acceptance. Contact MRM at least 48 hours prior to shipment from supplier facility.
MRMQR5	Government Source Inspection is required at supplier facility prior to shipment. Suppliers shall contact MRM and applicable Government Representative to
MRMQR6	The suppliers shall perform and document a complete First Article Inspection Report (FAIR) in accordance with AS9102 including 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to MRM Inc. along with the first shipment for this PO/contract.
MRMQR7	The suppliers shall implement and maintain a Key Characteristics (KC) control program acceptable to MRM
MRMQR8	The suppliers shall provide an Inspection Report (IR) identifying engineering requirements and actuals. Format will include design characteristics included in AS9102 FAI documentation. Use of supplier or MRM IR is acceptable if all AS9102 elements are included on report. One copy of the IR shall be furnished to MRM representing each manufacturing lot.
MRMQR9	The suppliers shall perform 100% inspection of the MRM noted characteristics, a record of the inspection results shall be provided to MRM, sampling inspection is not allowed.
MRMQR10	The suppliers shall comply with the MRM Special Quality Requirement noted on applicable MRM Purchase Order (As defined by MRM QA at time of issuing PO).
MRMQR11	This is a Government contract and it is the subcontractor's responsibility to comply and apply all requirements of FAR 52.246-2
MRMQR12	DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals and DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals applies for this order.
MRMQR13	Preference for Domestic Material produced in the United States applies to this order. Sale of non-.U.S. produced material to MRM, Inc. must be verified to customer material requirements, including a "qualifying country" requirement, AND approved in writing by MRM quality Assurance.
MRMQR14	This is a rated order certified for national defense use. Allowance for all of the provisions of the Defense Priorities and Allocation of System (DPAS) regulation (15 CFR Part 350) applies. For Material and Process Specifications, latest revision applies, unless otherwise noted. Reference applicable Customer/DOD public website for latest revision status.