Electro-Mech Components, Inc.
EMFD843-03: PURCHASE ORDER TERMS AND CONDITIONS

This form **EMFD843-03** establishes specific Electro-Mech quality requirements. These requirements are in addition to those set forth in any other contracted document. The provisions indicated herein are an integral part of each purchase order.

Compliance with the requirements of these clauses does not reduce supplier responsibility for furnishing materials and services which fully comply with all applicable drawings and specifications requirements, nor does it guarantee acceptance of materials or services by EMC. In the event that materials or services are found to be defective and cannot be demonstrated by the supplier to be in conformance with purchase order requirements, EMC shall have the right to reject them.

REQUIREMENTS

1) **Certification of Compliance**
The supplier provides, with each shipment, a Certificate of Compliance traceable to the responsible supplier contact by signature or printed name, which shows EMC's purchase order, EMC's part number and as applicable, the supplier reference number. This document certifies that material or parts furnished have been manufactured and verified in accordance with all applicable specifications as stated in EMC's Purchase Order. This document also certifies that objective evidence of inspection and testing verifications is on file and available for review.

2) **Changes**
The supplier does not substitute "equivalent" items in place of those items on the Purchase Order. If an equivalent item to a specified material is to be supplied, it is offered with supporting documentation prior to the shipment. All changes relating to part number, drawing specification, process specifications, or delivery or price must be agreed to by EMC Purchasing and confirmed by a change to the Purchase Order.

3) **Packaging**
The supplier assures that all items are efficiently and economically packaged for the method of transportation and type of handling involved. Unit and intermediate packaging shall be employed as necessary to prevent damage or deterioration.

EMC prefers the supplier does not use "loose fill cushioning" to package incoming material. This includes various Styrofoam shapes, treated popcorn and biodegradable corn starch materials. Acceptable packing materials include form sheet stock, paper wadding and foam-in-place.

Packaging requirements for all materials, devices or assemblies capable of being degraded, damaged or destroyed by electrical static discharges (defined as ESD sensitive) are packaged as follows:

a. Packaging next to parts may not be static causing, and must be at least static dissipative per MIL-B-81705 type II.

b. An outer bag or box must be part of the packaging system. This outer package must be an electrostatic barrier per MIL-B-81705 type III, unless packaging next to parts is conductive per MIL-B-81705 type III or coated transparent plastic per EIA541.

c. Packaging (including unit, intermediate, and shipping containers) must have proper ESD labeling on the outer static barrier per MIL-STD-129 or MIL-STD-1285.

4) **Limited Shelf Life Items**
The supplier identifies all materials and articles which have definite characteristics of quality degradation with age or environment. When environment is a factor in determining useful life, the identification shall include the storage conditions required to achieve the stated life. (i.e. temperature, humidity, etc.). A minimum of 75% of the applicable material/article shelf life remains upon receipt of the material by EMC, unless otherwise agreed to by EMC.

5) **Right of Entry**
EMC, EMC customers and/or representatives of involved regulatory agencies are allowed to inspect any and all of the material and/or records related to the parts included on EMC Purchase Orders at the supplier's, manufacturer's and/or sub-supplier's facilities.

6) **Traceability Documentation**
When Certification of Compliance from the supplier is based on Certifications of Tests and Inspections received from the manufacturer or another supplier, the supplier ensures that these Certifications are received and retained, and that adequate traceability exists to the manufacturer of the products.

7) **Records**
EMC requires the supplier and/or sub-supplier to maintain records of all operations and procedures. Such records shall be legible and stored in such a manner as to retain legibility. Records shall be retained for a minimum of eleven (11) years and will be made available for review by EMC authorized personnel at any time. All obsolete records are to be destroyed by shredding, burning, or any other like method to render them unusable.

8) Specifications
Any use of EMC drawings or specifications other than for manufacture of the ordered items is expressly prohibited.

9) **First Article Inspection**
Purchase Orders marked with "First Articles Required" indicate the supplier shall make an initial lot of sample parts for First Article Approval. Lot size will be negotiated between EMC Purchasing and the supplier, and subsequent deliveries shall not be shipped until EMC approves the First Article samples. EMC disclaims responsibility for any parts shipped prior to approval of first articles. EMC Buyer may request supplier to provide a First Article Inspection Report (FAIR), to accompany First Article delivery. FAIR should denote the actual dimensional measurements of all drawing

dimensions specified on EMC's drawing. In the case of a supplier-provided FAIR, EMC inspection shall verify the report, before any shipment of subsequent parts will be authorized. Approval of sample part(s) does not guarantee acceptance of subsequent parts.

10) **Measurement Equipment Calibration**
All certifications and test measurements are made with equipment which has been calibrated and certified to the manufacturer's specifications and by suitable methods to assure traceability to the National Institute of Standards and Technology or equivalent government agency. Records regarding equipment calibration must be maintained.

11) **Quality System Requirements**
Supplier and/or sub-supplier maintains a documented system of procedures designed to ensure compliance with Purchase Order requirements and provide for the monitoring and improvement of company operations relating to product quality. The top management of the supplier facility is responsible for organizing the Quality function within the company in an effective manner. EMC is notified whenever significant changes to the supplier's Quality System are implemented.

12) **Notification of Nonconforming or Unsafe Product**
The supplier and/or sub-supplier notifies EMC in writing of any occurrences of nonconforming product, processes or other anomalies in the product.

The supplier and/or sub-supplier immediately notifies EMC of any material defect or condition (within their knowledge) that may have been shipped to EMC, and that could result in an unsafe condition in an aircraft application.

13) **Product or Process Changes**
The supplier notifies EMC of any changes that affect form, fit or function of any supplied part(s) or significant changes in the process(es) or tools (mold, etc.) involved in the manufacture of the supplied part(s). This includes notifying EMC where the supplier changes his production methods or location.

14) **Part Obsolescence**
The supplier notifies EMC of impending part obsolescence at least 6 months prior to the "end of life" date.

15) **Supplier Flow Down of Requirements**
As applicable, EMC requires that suppliers must flow down applicable quality standards to sub-tier suppliers, including key characteristics, customer approved special process sources, or corrective actions where applicable. Both supplier and/or sub-supplier must retain all records and documentation pertaining to EMC PO for a minimum of eleven (11) years from shipment date.

16) **Notification of Ozone Depleting Substances:**
Vendor must notify EMC if any of the products it supplies to EMC contain any ozone depleting substances per U.S. Clean Air Act of 1990, Section 611, 40 CFR, Part 82, and per Boeing Note T88.

17) **Inspection** All goods may be inspected and tested by Buyer, its customers, higher tier contractors, and (in the case of Goods purchased for a U.S. Government contract or subcontract) the U.S. Government, at all reasonable times and places. If such an inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. In its internal inspection and testing of the Goods, Seller shall, if required by Buyer, use an inspection system accepted by Buyer in writing. All inspection records relating to the Goods shall be available to Buyer during the performance of this P.O., and for a period of time defined in Para. (7) **Records** above.

15) **REACH Compliance**
EMC requires all suppliers to comply with REACH requirements, or to complete the SVHC declaration in order to let us know whether the articles and their associated packaging that you supply to EMC contain one (or several) of the listed substances above a concentration of 0.1% w/w.

16) **Conflict Minerals Compliance**
In support of EMC's policy on conflict minerals, suppliers are expected to supply materials to EMC that are "DRC Conflict-Free". DRC includes the countries of Democratic Republic of Congo, Republic of Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda and Uganda. Suppliers are expected to adopt policies and management systems with respect to conflict minerals and to require their suppliers to adopt similar policies and systems. EMC expects suppliers to establish their own due diligence program to ensure conflict-free supply chains.

17) **Foreign Object Debris / Detection**
In support of EMC's policy on Foreign Object Detection, suppliers are expected to conduct a FOD risk assessment, and shall implement, manage and execute an effective FOD prevention program based on the results of the risk assessment, as applicable to suppliers' products or services.

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