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TL Machine, Inc. Purchase Order Terms and Conditions

i. Purpose

This document establishes basic quality assurance requirements to assure products delivered by suppliers (seller) are of the required quantity and reliability levels; while assuring that all of the requirements as stated within this document have been properly addressed. This document provides general information and requirements applicable to all purchase orders, any special requirements applicable shall be designated in the individual purchase orders.

The seller is responsible to for contacting TL Machine, Inc. (TL Machine) to request any deviation and/or exception from any of the following requirements.

ii. Definitions and Abbreviations

- A. "Purchase Order" means any purchase order, subcontract or other written agreement with suppliers to deliver materials, suppliers, services or equipment.
- B. The term "Buyer" shall mean TL Machine
- C. The Term "Seller" shall mean the individual, partnership or corporation obligated to furnish the articles and services as described in the purchase order

iii. Requirements

Unless otherwise specified in the body of the purchase order, the following requirements apply to this purchase order.

1. **Unauthorized Repairs:** Seller may not repair by welding, brazing, soldering or adhesives, parts damaged or found to be faulty during fabrication without buyers quality control prior approval. Defects in castings or forgings shall not be repaired by any method unless authorized by buyer in writing.
2. **Changes in Approved Processes; Procedures and/or Price:** Seller shall not change any process; procedure and/or price without prior written approval from TL Machine.
3. **Improper Re-submittal:** Articles rejected by the buyer may not be resubmitted without clear and proper identification as resubmitted articles, indication of the cause for buyer rejection, and statement of action taken by the seller to correct the deficiencies.
4. **Unauthorized Submittal of Production Parts:** Seller shall not submit parts from a production run for buyer inspection and acceptance prior to buyer's acceptance of first article sample when required by the purchase order.
5. **Manufacturing Process:** Supplier shall maintain control of manufacturing processes to the extent necessary to ensure that the product quality is planned, approved, monitored and controlled.
6. **Contract Review:** Supplier shall maintain a process for contract review activities that ensures requirements for quality are defined prior to the acknowledgement of the order and those special requirements and drawing revision updates are taken into account.
7. **Training Program:** Supplier shall maintain a training program and assure that any employees and/or subcontractors are qualified through education, experience, certification training to perform required functions as appropriate to the product and/or process.
8. **Notification of Organization Changes:** Changes to the supplier's organization that may affect quality and/or finance, shall be communicated in advance to TL Machine. These changes may include; company

ownership, company name, manufacturing location, quality approvals, significant changes to process or inspection techniques.

9. **Price:** Price as quoted shall include all processes; documentation; packaging and shipping; unless otherwise approved by TL Machine.
10. **Safety Data Sheet (SDS):** Safety Data Sheet also known as Material Safety Data Sheet; shall be provided with the shipment as applicable to the product.
11. **Packaging:** Seller shall ship the product in such a manner to prevent damage and at the most cost effective method.
12. **Order Cancellation:** TL Machine reserves the right to cancel any orders at any time without additional charges or penalties.
13. **Shelf Life:** The seller shall have an effective system of age control whose acceptability is limited by maximum age. They system must include a method of identifying the age of such items and provisions for the rotation of stock.
14. **Responsibility for Conformance:** Neither surveillance, inspection and/or tests made by the buyer; at either the sellers or buyers facility, or the seller's compliance with all the supplier quality assurance requirements shall relieve the seller of the responsibility to furnish items which conform to the requirements of the purchase orders.
15. **Documentation:** The buyer may refuse to accept items delivered under the purchase order if the seller fails to submit the certifications, documentation, test data or reports requested by the purchase order. All documentation shall be in the English language. All paperwork submitted must tie together with an applicable reference (i.e.: PO# or Lot#)
16. **Certificate of Conformance:** With each shipment of items supplied on this purchase order, seller shall submit a certificate of conformance signed by a responsible representative, which shall constitute a representation by the seller that:
 1. Materials used are those which have been specified by buyer and the items delivered were produced from materials for which the seller has on file reports of chemical or physical analysis and any other required evidence of conformance of such items to the applicable specs.
 2. Processed used in the fabrication of items delivered were in compliance with applicable specifications as referred to on the PO
 3. Specifications and all other requirements applicable to the items delivered have been compiled with by the seller. These records shall be made available for review upon request and will be maintained by the seller for minimum of 10 years or unless otherwise specified in the purchase order.
17. **Lot Sampling:** The buyer reserves the right to use ANSI/ASQC Z1.4 sampling plans for the acceptance of rejections of items supplied and the Seller shall use a statistically valid sampling plan when inspecting parts.
18. **Supplier Monitoring/Corrective Actions Requests:** Suppliers shall be monitored against a Quality and delivery goal of 98%, TL Machine can determine to flow down a corrective action request any time a supplier is below the quality and delivery goal of 98%. Suppliers may be subject to removal from TL Machine. Approved Supplier List if the supplier does not respond to the corrective action request in timely manner. The buyer and/or quality shall request *Corrective Action Request* in writing from the supplier.
19. **Delivery Requirement(s):** Each delivery shall be accepted as five (5) days early, zero (0) days late.
20. **Flow Down:** The flow down as described within this document (QR742) latest revision and purchase orders shall be flow down to any and all subcontractors, and to each sub-tier supplier and through the entire supplier chain for any services or product that affect the product produced for TL Machine.
21. **Record Retention:** Supplier shall retain records for 10 years or as defined by the purchase order.
22. **Non-Conforming Product**
 1. Non-conforming product shall be properly controlled and documented. When processing non-conforming for scrap using TL Machine material, supplier must contact TL Machine Buyer for disposition authority.

2. When processing non-conforming product for rework, product shall meet the purchase order requirement (in addition refer to section A under "Requirements").
 3. In the event a product which has been shipped is determined to be non-conforming, this is the responsibility of the supplier to notify TL Machine within 48 hours of discovery.
 4. When required by purchase order or flow down by customer requirement, the supplier shall obtain approval from TL Machine prior to proceeding with disposition of product.
 5. Flow down to the supply chain the applicable requirements including customer requirements.
23. **Right of Entry:** Supplier shall provide right of access to TL Machine, its customers and regulatory authorities to the applicable areas of all facilities at any level of the supply chain, involved in the order and to all applicable records.
24. **Right to Verify:** TL Machine and its Customer shall be afforded the right to verify the supplier's premises that the subcontracted product conforms to specified requirements.
25. **Counterfeit:** TL Machine has adopted this Anti-Counterfeit Policy to eliminate the impact of counterfeit products on TL Machine and its customers. This is a zero tolerance Policy against knowingly and intentionally trafficking in counterfeit goods. To support this policy of ensuring that there is a low risk of counterfeit products entering our supply chain, TL Machine maintains processes to ensure purchases are only made directly from the Manufacturer or Manufacturer approved sources. This is accomplished through compliance with SAE AS6496 Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition – Authorized/Franchised Distribution. Should a suspect counterfeit or counterfeit product be found, TL Machine shall quarantine such material and report the finding to the supplier and appropriate authorities. This policy shall be communicated, understood, implemented, and maintained at all levels of the Organization. TL Machine are responsible for implementing and managing a program to assure proper counterfeit prevention and assuring that the same requirement is flow down to its sub-tier suppliers and through the supply chain involved in processing purchase orders as issued by TL Machine.
26. **Counterfeit Prevention**
1. Electronic Components or any other type of product, where there is a potential for counterfeiting, should only be purchased from the Original Equipment Manufacturer (OEM) or a franchised distributor of OEM.
 2. The Original Equipment Manufacturer (OEM) or a franchised distributor of the OEM, should provide, with the shipment a certificate of conformance, certifying that the component provided is the part number being procured on the Purchase Order.
 3. A certificate of Conformance is used to establish traceability to the OEM.
 4. It is not recommended that electronic components or any other type of product, where there is a potential for counterfeiting, be purchased from a broker that is not a franchise distributor. In the even such a purchase should be made, it is the responsibility of the supplier to assure that the proper certifications are available, to provide traceability to the OEM.
27. **Awareness:** Suppliers shall ensure that persons performing work on TL Machine. Product are aware of:
1. Their Contribution to Product and Service Conformity.
 2. Their Contribution to Product Safety
 3. The Importance of Ethical Behavior
28. **Product Safety:** The supplier are responsible to assure the compliance and controls over any product as provided by TL Machine, or manufactured for TL Machine is processed, inspected, controlled and shipped in such a manner to assure the integrity of the product and safety of the product is properly controlled as per the defined TL Machine requirements.
29. **Ethical Behavior:** The Code of Ethics of the TL Machine is a code of conduct towards our environment. It relies on honesty, integrity, justice and protection. A conflict of interest arises when personal interests affect or are likely to affect the objectivity of the choices, decisions or acts of an employee or corporate officer of the TL Machine relative to the interests of TL Machine. For example, a conflict of interest may arise when an employee or corporate officer or a member of his family hold a personal interest, directly or indirectly, in a vendor, a customer or a competitor of the TL Machine.

The acceptance of remunerated duties outside of the TL Machine must not jeopardize the obligation of loyalty by which each employee or corporate officer is bound towards his employer under his contract of employment. The collective bargaining agreements that are applicable or the contracts of employment may comprise specific restrictions regarding the acceptance of other duties (for instance, exclusivity clauses).

The acceptance of personal duties outside of the TL Machine should never induce third parties into thinking that the granting of directorships, consultancies or any other position will enable them to obtain a privileged position in their business relationship with the TL Machine.

Any conflict of interest, real or alleged, must be communicated by the employee or the corporate officer to his manager who will decide whether this information needs to be transmitted to the TL Machine Ethics Officer.

The Business Ethics of the TL Machine do not accept that employees or corporate officers promise or offer, directly or indirectly, gifts, donations or any other favors to customers or any other partner in order to influence or give the impression to influence a commercial decision. However, these provisions do not apply to accommodations and/or meals for customers as part of a commercial relationship, and in particular an after-sales relationship, provided that this complies with TL Machine practices and subject to prior approval of the manager of the employee.

Conversely, the Business Ethics of the TL Machine do not accept that employees or corporate officers ask for or receive, directly or indirectly, from customers, intermediates or vendors any gift, donations or favors which might compromise their impartiality or their ability to take independent decisions.

Also, the Business Ethics of the TL Machine do not accept that employees or corporate officers promise, offer or receive, directly or indirectly, gifts, donations or any other favors to/from a public officer with the intention that this person undertakes or refrains from undertaking any act falling within its duties.

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In addition to the business ethics principles and rules mentioned in the other chapters of this Code (conflict of interest, gifts...), each employee or corporate officer in contact with suppliers must ensure that every supplier is treated equally and in an honest way.

In addition, the Supply Chain strategy of the TL Machine is to commit to work only with suppliers who accept the values of the TL Machine.

Any employee who maintains a business relationship with a supplier may not use this relationship for private purposes under terms and conditions different from those generally offered to the public or, in general, on preferential terms as compared with normal market conditions.

30. **Disaster Recovery Plan:** TL Machine requires our suppliers to prepare contingency to reasonable protect TL Machine supply of product in the event that a supplier's facility cannot continue to operate due to a catastrophic event (e.g. utility interruptions, fire, flood, storm damage, temporary or limited data loss, chemical spills, air/water contamination, earthquakes, tornados, hurricanes, storm surges, complete data loss). Plans should be reviewed on a frequent basis to ensure that the contingencies listed are still valid. A copy of your Disaster Recovery Plan should be provided to TL Machine.
31. **Protection of TL Machine and its Customers' Proprietary Information:** Any information the supplier receives from TL Machine must be kept confidential and not disclosed to any third party without the proper written agreement of TL Machine. The proprietary information can include, but is not limited to, all versions of electronic data, drawings and documentation, tooling and material.
32. **Supplier Request for Deviation:**
 1. There may be circumstances when the Supplier discovers out-of-tolerance conditions within their facility that they believe can be deviated. If the supplier feels the condition does not affect fit, form or function, a one-time deviation may be requested from TL Machine. At management's discretion, TL Machine may grant a deviation based on established procedures and requirements.
 2. The supplier will always request, in writing, a formal deviation (or concession) and receive approval before shipping non-conforming material to TL Machine. The supplier must fill out a Supplier Request for Deviation form, or an appropriate supplier equivalent form and return it for approval. If the deviation is approved by TL Machine, a copy of the signed request for deviation must be placed in each pack being delivered to TL Machine. Otherwise parts will not be accepted. A plan to return to normal production and the time required to do so may also be required at the same time as the written request.

3. When accepting a deviation, TL Machine reserves the right to pursue cost recovery if costs above normal production are incurred due to the deviation and supplier agrees they will be responsible for such cost. Rejection of a deviation request is not an acceptable reason for missed delivery.
33. **TL Machine Owned Tooling and Supplied Product:** All material, tools, manufacturing, test or inspection equipment belonging to TL Machine or their customers, will be permanently marked to clearly show that they are property of TL Machine or the customer. These tools will only be used for TL Machine products unless an authorization in writing exists. Contact your buyer for information regarding this subject. Supplied product can include intellectual property such as data used for design, production, or inspection. Tooling used to produce any product for TL Machine shall be properly store; protected and maintained to assure conforming to the product.
34. **Material Obsolescence:** Supplier shall notify TL Machine at least two (2) years in advance if Supplier anticipates discontinuing the manufacture of any of the materials or spare parts. Supplier shall make discontinued material and spare parts available for five (5) years after the material or spare parts are discontinued by:
1. Finding an acceptable source to provide the discontinued material or spare parts to buyer, or
 2. Finding a substitute for the discontinued material or spare parts which is acceptable to TL Machine, or
 3. Carrying an inventory of the material or spare parts as required to support TL Machine, or
 4. After exhausting the above alternatives, providing TL Machine with the opportunity to make a last-time buy after allowing TL Machine a reasonable time to assess its needs.
35. **California Transparency in Supply Chains Act:** The California Transparency in Supply Chains Act requires manufacturers doing business in the state of California to disclose their efforts to eradicate slavery and human trafficking from their direct supply chains. All suppliers to TL Machine are required to certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business.
36. **DPAS Rated Orders:** As a Supplier to the US Department of Defense, TL Machine will, from time to time, accept orders or contracts that fall under the provisions of the Defense Priorities and Allocation System (DPAS). The Purpose of DPAS is to:
1. Assure Timely Delivery of materials and services from private industry to meet National Defense needs; and
 2. Provide an operating system to support rapid industry response to Government Procurement needs in times of need. TL Machine will not designate individual POs as DPAS rated or not, Suppliers to TL Machine should be aware of and prepare to meet the requirements of DPAS for all POs.
37. **FAI Requirements:** Supplier shall use the AS9102 (Latest Revision) for completion of 1st article. First Article records shall be provided with the related supporting documentation to any raw material and outside processing certifications.
A 1st article shall be provided by the supplier, at no additional cost, price, or fee on the purchase order issued to the Seller; for any of the following:
- A change in Location, Equipment or process
 - A change in suppliers
 - Part Revision
 - New Part
38. **Conflict Material:** If seller is providing goods to buyer under this purchase order, seller agrees to comply with the conflict mineral policy outlined in section 1502 of the Dodd-Frank Act and to use commercially reasonable efforts to: a) Identify whether such goods contain Tantalum, Tin, Tungsten or Gold b) Conduct a reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether the minerals originated in covered countries, as defined in section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act: and c) If such minerals originated in covered countries, conduct due diligence on the chain of custody of the source of such mineral for the purpose of identifying the smelters of the minerals and d) Assist buyer in conducting reasonable due diligence concerning the smelters of such minerals. Seller shall provide buyer with reasonable documentation of seller's and its lower tier suppliers' due diligence efforts.
39. **RoHS:** Deliverables supplied under this purchase order must be RoHS compliant to the latest RoHS directive. Certificate of RoHS compliance is required with each shipment.

40. **Obsolescence:** When Supplier has knowledge that any material or hardware item to be provided in performance of this purchase order is obsolete, is marked for impending obsolescence, or has an established end of production date, Supplier shall immediately give initial notice thereof, including all relevant information with respect thereto, to Buyer. Such notice shall include, but not be limited to (1) complete details of which parts are affected; (2) date of obsolescence; (3) end of production date; (4) reason for obsolescence; (5) pricing and availability of last-time buy; and (6) Supplier's recommendation for replacement parts inclusive of known impacts to performance, pricing, availability, and lead time.
41. **ITAR - INTERNATIONAL TRAFFIC IN ARMS REGULATIONS:** When required by purchase order, the supplier shall comply with the ITAR regulations as defined by the US Department of State.
1. **Pursuant to the requirements referenced in DDTC registration requirement, outlined in Part 122.1(a);** the supplier shall comply with the following when imposed via purchase order and/or when processing ITAR Controlled orders:
 - a. Any person who engages in the United States in the business of manufacturing or exporting or temporarily importing defense articles, or furnishing defense services, is required to register with the Directorate of Defense Trade Controls under § 122.2. For the purpose of this subchapter, engaging in such a business requires only one occasion of manufacturing or exporting or temporarily importing a defense article or furnishing a defense service. A manufacturer who does not engage in exporting must nevertheless register. (See part 129 of this subchapter for requirements for registration of persons who engage in brokering activities.)
 - b. *Exemptions.* The registration requirements of paragraph (a) of this section do not apply to:
 - i. Officers and employees of the U.S. Government acting in an official capacity;
 - ii. Persons whose pertinent business activity is confined to the production of unclassified technical data only;
 - iii. Persons all of whose manufacturing and export activities are licensed under the Atomic Energy Act of 1954, as amended; or
 - iv. Persons who engage in the fabrication of articles solely for experimental or scientific purposes, including research and development.
 - a. *Purpose.* Registration is primarily a means to provide the U.S. Government with necessary information on who is involved in certain manufacturing and exporting activities. Registration does not confer any export rights or privileges. It is generally a precondition to the issuance of any license or other approval under this subchapter, unless an exception is granted by the Directorate of Defense Trade Controls.
 2. **ITAR Compliance:** International Traffic in Arms Regulations (ITAR) compliance applies to all Suppliers of parts with any potential to be used in Military Applications. Any purchase order, quote, specification, print/document may contain TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. SEC. 2778-2780). VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DOD DIRECTIVE 5230.25 ASSIGNMENT OF NON-US PERSONNEL.
 - o In order to assist TL Machine with the compliance with US security and Export requirements, Seller shall not assign any persons who are not United States Citizens or aliens granted permanent residency in the United States to work on projects or supply the material covered under any purchase order without first obtaining TL Machine written approval, which approval shall not be unreasonably withheld.
 - o Seller shall be responsible for ensuring that all personnel it assigns to this work on behalf of Buyer has all the appropriate and current licenses and State Department approved documents necessary to perform the work. Seller shall produce such records at any reasonable time upon TL Machine request.
 - o If Seller is not sure whether or not the products they provide fall under the ITAR category they are responsible for getting with Buyer and ensuring compliance. In accordance with ITAR/EAR requirements, all visitors to our facility may be subject to a background check.