

# **Maximum Industries, Inc.**

## **Quality Terms and Conditions**

**EXTERNAL PROVIDER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR.**

### **IMPLEMENTED A QUALITY MANAGEMENT SYSTEM**

External Provider including their sub-tier providers must have implemented a quality management system. The QMS shall be made available to us upon request.

Employees performing work on Maximum Industries product must be competent to perform required services.

Maximum Industries monitors supplier performance regarding on time delivery and quality.

### **RIGHT OF ACCESS**

External Provider grants us the right of access by our organization, our customer including any government regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. When such an activity is required, appropriate arrangement will be made and sufficient lead time granted.

### **RECORD RETENTION**

External Provider shall retain documented information including disposition requirements for a period of 10 years (unless contractually extended) regardless if copies of those records are supplied to Maximum Industries, Inc. These records shall be made available within 72 hours of our written request and be provided at no charge to us. These records included, but are not limited to test results, inspections, first article inspections (FAI), and certificates of conformance/compliance, etc.

### **NON-CONFORMING MATERIAL**

External Provider will notify us of any non-conformity found in the purchased product within 24 hours of discovery of such non-conformity, regardless of whether it be prior, during, or after receipt of the product. We do not grant disposition authority for non-conforming product. No known non-conforming product shall be shipped to us without our written authorization.

We retain the authority to disposition nonconforming products submitted to us by our supplier if we determine sending back the product is an unacceptable action due to schedule constraints/condition not affecting form, fit, or function.

### **CHANGES**

External Provider shall notify us and obtain our approval of changes to processes, products, or services, including changes of their external providers or location of manufacture.

## **CERTIFICATIONS**

When it is indicated that the Purchase Order can affect end item quality, certifications of compliance/conformance signed by an authorized agent must accompany product delivery.

*Note: Certificates of Conformance/Compliance which have within their body wording to the effect "to the best of our/my knowledge the product conforms....." is prohibited.*

We reserve the right to refuse delivery of any shipment without applicable certifications. Delivery will not be complete until appropriate certifications are received.

External Provider shall ensure that all products are inspected and validated using acceptable monitoring and measuring equipment prior to shipment. External Provider shall ensure that all tools used for final acceptance are calibrated to NIST standards and equipment calibrations are current.

For services providing Calibration, all activities must be traceable to NIST and certificates provided indicate those standards and must be ISO/IEC 17025 accredited. Certificates must also identify "received" and "as left" conditions in whatever terminology deemed appropriate. Notification must be made if items are determined damaged or unable to calibrate as soon as possible for potential impact review.

## **FLOW DOWN**

No goods or services that are to be delivered under our PO shall be procured from, or outsourced to, a third-party (sub-tier supplier) without prior written consent.

*Note: The above provision only applies to suppliers of machined and fabricated end item components. Material and hardware distributors are exempt.*

External Provider will flow down all requirements including customer requirements. External Provider shall use customer-designated or approved external providers, including special process sources when directed.

## **CORRECTIVE ACTIONS**

Corrective Actions flowed to the External Provider shall be completed and returned in a timely manner.

External Provider is required to flow down corrective action requirements to an external provider when it is determined that the external provider is responsible for the nonconformity.

## **FOD PREVENTION**

External Provider shall maintain a FOD (Foreign Object Debris) prevention program and flow down this requirement to the sub-tier.

## **PREVENTION OF COUNTERFEIT PARTS**

External Provider shall plan, implement and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product.