

TERMS AND CONDITIONS

Introduction: Central Metal Finishing, Inc. supplies many industries with finished material requiring strict controls and quality standards. The suppliers servicing Central Metal Finishing Inc. shall assure these terms and conditions are compliant and deviations are communicated, documented and approved by Central Metal Finishing Inc. Quality Department. Suppliers are cautioned to read each requirement carefully.

All chemical, testing, calibration, disposal, outside processing services and metals suppliers are required to complete a Quality Vendor/Supplier Survey. Central Metal Finishing, Inc. is AS9100 and NADCAP certified business and therefore requires control of lot integrity and availability of documentation regarding purchases.

These terms and conditions apply to all chemical, testing, calibration, disposal, outside processing services, metals suppliers and other suppliers affecting the products services provided by Central Metal Finishing Inc. By accepting a contract/purchase order from Central Metal Finishing Inc. suppliers are acknowledging compliance to these Terms and Conditions.

QUALITY SYSTEM: The Supplier shall implement and maintain a quality management system that complies with applicable requirements of ISO 9001, AS9100, NADCAP or an equivalent system that provides inspection services adequate for providing verification that the product supplied is in full compliance with the purchase order requirements and all applicable specifications. Compliance with these requirements may be subject to audit by CMF. The supplier shall flow down to sub-tier suppliers any applicable requirements contained in CMF document/specifications including key characteristics where applicable and required. First Article requirements are only applicable when specified on purchase order.

PERSONNEL: Persons involved with the fulfillment of CMF purchase orders must be determined by the supplier to be competent and qualified to carry out the required processes. Supplier shall ensure their persons are aware of their contributions to the product or service conformity, product safety and are aware of the importance of ethical behavior.

NO SUBSTITUTION: Substitution is not allowed for materials, part numbers, or processes without prior written approval from the CMF quality department.

REVISIONS OF SPECIFICATIONS: Suppliers shall work to the latest written revision of all specifications. Verbal direction is not permitted without written authorization from CMF.

NONCONFORMING MATERIAL: Any material or products found with a nonconformance or deviation to the Purchase Order requirements shall be reported to CMF quality department. The supplier shall notify the quality department prior to any "use as is" or "repair" dispositions of non-conformances pertaining to this order. All nonconforming products shall be delivered to CMF with proper identification indicating the nonconformance, regardless of quantity. Supplier must be able to account for all product received from CMF. The supplier shall promptly notify CMF quality department of any nonconforming product that may have been previously delivered. Upon receipt of materials ordered, CMF has right to inspect and reject any product found to be defective. CMF reserves right to cancel purchase order at any time for materials found to be not in conformity with specifications, defective. Payment in whole or part shall not constitute an acceptance of the material. CMF at its sole discretion can assign vendor responsible for customer product damage or scrapped up to full value of part cost.

RIGHT OF ACCESS / ENTRY: CMF, our Customers and/or any regulatory or government entities, reserve the right to access the Supplier's facilities, the Suppliers sub-tier suppliers and/or any member of the Suppliers supply chain that acts as a sub-tier supplier on CMF orders, during the production of a Purchase Order. Reasons for access may include, but are not be limited, to the following: inspection of the item on order, status of items listed on purchase order and review of quality records pertaining to this purchase order.

RETENTION OF RECORDS: Records such as Purchase Orders, Traceability, certifications shall be retained indefinitely, or per TABLE 1 below. At end of retention period supplier shall provide the option for CMF to take possession of said records.

COUNTERFEIT MATERIALS AND PARTS: Supplier shall establish, implement and maintain a Counterfeit Materials and Part Prevention program.

MATERIALS: No material substitutions allowed without CMF approval and must be traceable to CMF purchase order. Materials must be of domestic origin (USA) or DFARS compliant. Supplier will also disclose whether materials contain any conflict minerals (tantalum, tin, tungsten or gold) as defined under Section 1502 of the U.S. Dodd-Frank Act.

PROCESS CERTIFICATIONS: Certification of processes as specified on the purchase order is required for each process lot. Refer to TABLE 1 below. All certifications must reference CMF's purchase order number, lot number, as applicable quantity, and as applicable specification. Refer to TABLE 1 below.

TEST REPORTS: Each Process or Test lot shall be accompanied by one (1) legible and reproducible copy of actual test results identifiable with test parameters and product submitted. These reports shall contain the Test/Inspection Stamp of the individual performing the task, or the signature and title of the authorized representative of the agency performing the test.

SUPPLIER CHANGE AUTHORITY: Supplier must notify CMF of changes to processes, products, or services, including changes of their external providers or location of manufacture. Written approval of these changes must be obtained from CMF.

SUPPLIER CORRECTIVE ACTION: Nonconforming material rejected by CMF and determined to be the responsibility of the supplier may require that the supplier take corrective action to prevent recurrence. Corrective action measures shall include; a determination of the root cause of the discrepancy, determining and implementing corrective action measures and evaluation of the effectiveness of corrective action taken. Suppliers shall maintain records of corrective actions taken. Failure to respond to requests for corrective actions within the specified time frame may affect future procurement and or supplier status/approval.

KEY CHARACTERISTICS: Key characteristic features identified on drawings, purchase orders, or acceptance documentation shall be validated by the supplier. Variable data (actual measurements) of key characteristics and other characteristics specified by CMF shall be provided with each shipment.

FOD: The supplier shall employ appropriate housekeeping practices to assure timely removal of FOD generated during manufacturing or other related operations. Suppliers shall identify areas that may have a high probability for the introduction of Foreign Objects and implement controls appropriate for the scope of work performed. The supplier shall implement FOD prevention awareness training programs appropriate for the processes required and/or products produced.

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LOT TRACEABILITY: the supplier shall maintain lot traceability for raw material, epoxies, paints, primers, etc. Records of traceability shall be made available to CMF upon request.
CALIBRATION INFORMATION: Supplier's calibration system shall meet applicable requirements of AS9100, ISO 9001, ISO 17025 or IATF 16949 as applicable.
PROPRIETARY INFORMATION: Suppliers and/or Sub-tier suppliers upon receipt of CMF Proprietary information shall at no time allow CMF documents outside of their facility or released to another entity without written approval from a CMF representative. Supplier's shall comply with Customer Requirements at all times and shall have documented procedures and records. Upon completion or termination of this purchase order, and /or contract, suppliers shall return all proprietary information, technical data (or destroy the aforementioned information at CMF's representative request) furnished to by CMF pursuant to this purchase order and/or contract.
SUPPLIERS USING SUB-TIERS: CMF Quality department must be notified in writing when a sub-tier to the supplier will be used. This includes CMF pre-approval for sub-tier special processes. Prior to proceeding, the supplier must provide to CMF Purchasing, evidence that the requirements of this purchase order has been flowed down to the sub-tier, including key characteristics when required. CMF purchase order will designate the use of customer directed suppliers, when required.
PACKAGING: Suppliers shall provide packaging to protect the product from damage and for safety in handling during shipping process. Supplier shall also agree to any additional packing/shipping/delivery instructions if noted on our purchase order.
Special Requirements: Special requirements such as prime customer quality system details will be specified within the purchase order or associated documents.
Human Rights: The supplier shall not violate any code of law with regards to product safety, ethical behavior, basic work conditions and human rights.
Health/Safety/Environmental: Supplier shall establish, implement and maintain compliance with as applicable health, safety and environmental compliance programs.
CODE OF CONDUCT
BRIBERY AND CORRUPTION
It is never permissible to offer anything of value for corrupt purposes, such as obtaining favorable treatment with a respective customer. "Bribes" does not mean just money, but anything of value, including gifts, entertainment, or other favors solicited or received for an improper purpose. We expect this same integrity from all suppliers.
GIFTS AND ENTERTAINMENT
Our business transactions should always be free from even a perception that favorable treatment was sought, received, or offered through gifts, favors, hospitality, entertainment, or similar gratuities.
CONFLICTS OF INTEREST
It is not permissible to have a personal interest or activity which conflicts with the best interest of the supplier and/or company.
INSIDE INFORMATION
Protecting the confidentiality of material, non-public information is imperative to our reputation as a trusted business partner. It is never acceptable to share non-public material information with others, including family members, friends, suppliers, customers, or even co-workers, without a legitimate business reason and management approval.

TABLE 1

Category of Service	Required Information Supplied with Delivery of Order/Service	Length of Time for C of A Retention, Manufacturing, Inspection, Test & Special Process Records at Vendor Location (unless otherwise specified)
Chemicals	CMF Supplied PO #, C of A, Lot #, Agreed upon Pricing, Shelf Life of Supplied Materials (if applicable) **C of A to state compliance to Dodd-Frank Act regarding otherwise known as Conflict Materials. All suppliers are requested to submit the C of A via the following email address: cofa@cenmet.com or other as agreed with CMF.	Shelf Life of Ordered Product or 2 Year Minimum (whichever is longest)
Testing	CMF Supplied PO #, Test Results, Testing Samples (where applicable).	7 Years
Metals	CMF Supplied PO #, C of A, Lot # All suppliers are requested to submit the C of A via the following email address: cofa@cenmet.com or other as agreed to with CMF.	2 Years
Calibration	Use of Properly Calibrated Equipment, Listing of Items to be serviced as directed by Central Metal Finishing, Representative	7 Years
Disposal	N/A	Per all applicable Statutory and Regulatory requirements.

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Outside Processing Services	CMF Supplied PO #, Certificate of Conformance, Test Results (as applicable), evidence of serial # control (as applicable) **C of A to state compliance to Dodd-Frank Act regarding otherwise known as Conflict Materials.	7 Years
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Notes:

Form F#141 Rev. E 01/31/13 Update to require C of A from Chemical & Outside Processing Services compliance with Dodd-Frank Act
Form F#141 Rev 032914 added accreditation and certification requirement to maintain and notify of any significant change in status. Rev 10.06.15 added email for cofa submission.
Form F# 141 Rev 072018 Update to comply with AS9100 Rev D and general review for other related business requirements.
Form F#141 Rev 072019 Review and Update general.