

In case of any conflict with this document and any other requirements, the order of precedence is as follows:

- 1. ToolMax Purchase Order
- 2. Drawings, Specifications, and or Electronic Files
- 3. This document

These apply to all Purchase Orders. If there are other specific requirements for a supplier it will be designated on the Purchase Order.

All suppliers shall be qualified according to the ToolMax supplier qualification process defined in our AS9100 Quality Management System. Suppliers may be asked to complete a Supplier Quality Survey Questionnaire and/or successfully pass an on-site survey. The Supplier shall allow ToolMax personnel access to perform an on-site survey for qualification with the understanding that sensitive and proprietary information is reserved by the Supplier.

- 1. Access to Facility The supplier shall provide, if required, access to any of the subcontractor's facilities where any of the work is being performed. This access shall be granted to Customers, State and/or Regulatory Agencies and ToolMax as appropriate for the specific contract including applicable records. ToolMax shall be afforded unrestricted opportunity to evaluate and verify subcontractor's compliance to this Purchase Order (PO).
- QMS Requirements -- Supplier compliance and/or certification to AS9100:2016, ISO9001:2015, or equivalent are
 preferred, but not mandatory. At a minimum there shall be adequate process controls to ensure the Supplier can
 meet the Purchase Order requirements. Toolmax will periodically monitor quality and delivery performances.
 Calibration of all measuring and test equipment will be done by suppliers certified to ISO `17025.
- 3. **Documented Information (Record) Retention --** The Supplier shall maintain records that provide objective evidence of compliance to the PO requirements. The records shall be maintained for a period of at least three years from completion of purchase order. The Supplier may send records to ToolMax to be maintained.
- 4. **Non-Conforming Material –** ToolMax retains all Material Review Board (MRB) authority for any non-conforming material shipped to ToolMax. If the material is found to be non-conforming prior to shipment, do not ship non-conforming material without prior written approval of ToolMax.
- 5. **Non-Conforming Material -** The Supplier shall report any nonconformance that may affect already delivered product.
 - a. Notification shall include a clear description of the discrepancy, identification of suspect parts (mfg. dates, serial numbers, qty, etc.), and dates delivered.
 - A containment plan and interim corrective action shall be provided to assure no further defective product will be received at ToolMax.
- **6. Hazardous Materials --** For any hazardous material, a material safety data sheet (MSDS) will be required to be delivered with product.

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- 7. **Foreign Object Control** (e.g. items not intended to be part of the product such as solder splashes, wire stripping shavings, screwdriver, paperclip, etc.): The Supplier shall have sufficient Foreign Object controls within their facilities/operations to prevent Foreign Objects from entering into the product.
- 8. Receiving Inspection -- Material shipped against this Purchase Order is subject to Receiving Inspection.
- 9. **Workmanship --** Unless otherwise specified, material shipped against this Purchase Order shall be free of pits, cracks, dents, scratches, burrs, sharp edges, foreign matter, or any other evidence of poor workmanship that shall render the unit unsuitable for its intended use. Additional requirements are defined in the PO.
- 10. **Purchase Order Changes --** Once the PO is accepted, any supplier initiated change requests shall be initiated via e-mail to the buyer. ToolMax initiated changes should be communicated to the Supplier via a purchase order revision.
- 11. Product and Manufacturing Change Control
 - a. No change in specification or materials is allowed to item(s) on this order without written approval from ToolMax.
 - b. No change in manufacturing process that may affect fit, form and function is allowed to item(s) on this order without written approval from ToolMax.
 - c. No changes in product and/or process, of suppliers or manufacturing facility location without written approval from ToolMax
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
- 12. **Material Certification** Vendor shall provide Material Certification(s), to substantiate that all material used to manufacture ToolMax product is in accordance with the drawing(s) and Purchase Order requirements.
- 13. **Test Reports** Articles on this PO may require electrical, mechanical, environmental, functional, or other tests in accordance with Supplier, ToolMaxand/or Government specifications.
- 14. First Article Inspection (If specified on the ToolMax PO) The supplier shall:
 - a. Perform a first article inspection in accordance with AS9102 First Article Inspection (FAI). Alternative approaches to AS9102 shall be approved prior to the FAI being performed by the supplier.
 - b. Revisions to an ToolMax drawing will require a partial first article submission for dimensions / tests that were revised.
 - c. ToolMax recognizes that these FAI's may occur on pre-production parts.
- 15. **Inspection & Test Data Submission –** End-item products ordered through this PO shall be inspected to the statistically valid Sampling Plan.
- 16. **Statutory and Regulatory requirements –** All raw material must be RoHS Directive 2011/65/EU,, REACH, Conflict Materials, ES-001 (radioactive material) and Mercury Free.

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- 17. **Specification Revisions** Work to latest specification and revision called for on the drawing. If not on drawing supplier must verify current revision.
- 18. Requirements for design, test, inspection, verification, use of statistical techniques and related motivation for acceptance must including critical items and key characteristics.
- 19. Test Specimen shall be provided when specified on the ToolMax Purchase Order.
- 20. Counterfeit Parts The provider must prevent the use of counterfeit parts.
- 21. **Employee Qualification** The Provider ensures that persons performing the work are competent to perform the required operations. These persons are aware of their contribution to product conformity, product safety and importance of ethical behavior.
- 22. **Interaction and Tracking** Interasction will be by phone, email or the Purchase. ToolMax will track provider on time delivery and report to the supplier.