

BANDEL Mfg. Inc.

4459 Alger Street

Los Angeles, CA 90039

Phone (818)246-7493 Fax (818)246-6348

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PURCHASE ORDER CLAUSES

I. These requirements apply to all suppliers:

- Q1. Flow Down Requirements** - All requirements specified in Bandel Manufacturing's Purchase Order Clauses Q1 – Q13 and the applicable product-specific clauses shall be flowed to sub-tier suppliers. Our partnerships are essential to the production of conforming product. As such, vendors' adherence to product safety and ethical behavior is required.
- Q2. Right of Entry** – Bandel Manufacturing, Bandel Manufacturing's customers and their customers or any applicable regulatory agency shall have right of access to all facilities involved in the order at any level of the supply chain and to all applicable records.
- Q3. Quality System** - The supplier shall maintain a quality system meeting the requirements of the ISO 9001 family of standards unless otherwise agreed-to by Bandel Manufacturing. The supplier shall control sub-tier procurements to the extent necessary to ensure conformance to the quality requirements of the Purchase Order.
- Q4. Notification of Nonconforming Product** – The supplier shall immediately notify Bandel Manufacturing when it is suspected or known that nonconforming material has been produced or delivered. The notification must include a clear description of the actual or suspected nonconformance. All Non-Conforming product shall be returned to Bandel unless Bandel delegates disposition to Supplier in writing.
- Q5. Notification of Inability to Ship** – The supplier shall notify Bandel Manufacturing as soon as it has been determined that supplier is not able to ship as specified.
- Q6. Changes in Product, Processes, Suppliers, or Manufacturing Location** – The supplier shall notify Bandel Manufacturing of any changes in product or process definition, suppliers, or location of the manufacturing facility and obtain Bandel Manufacturing's approval.
- Q7. Use of Customer Approved Special Process Sources** – The supplier shall use and direct sub-tier suppliers to use Bandel Manufacturing or Bandel Manufacturing's customer's designated suppliers as instructed on Bandel Manufacturing's Purchase Order.
- Q8. Packaging & Preservation** – The supplier shall ensure that packaging and preservation is adequate to prevent damage or deterioration during shipment to Bandel Manufacturing.
- Q9. Records** – Supplier shall retain and maintain quality records associated with product shipped to Bandel Manufacturing from deterioration for a minimum of ten (10) years unless otherwise specified by the Purchase Order.
- Q10. Hazardous Material** – The supplier shall furnish applicable Safety Data Sheets for products designated by industry, state, or federal agencies as hazardous materials.
- Q11. Release of Information** – Except as required by law, no public release of any information, confirmation, or denial of the subject matter of this Purchase Order shall be made without prior written authorization by Bandel Manufacturing or its customer. Access to the information contained in this order shall be provided only to employees or suppliers "with the need to know" (for the performance of this order) and who are under obligation to hold such information in confidence.
- Q12. Certificate of Conformance** – The supplier shall submit 1 copy of the Certificate of Conformance with each shipment.
- Q13. Prevention of Counterfeit Parts**
- Suppliers shall only purchase products to be delivered or incorporated into products to be delivered to Bandel from authorized sources of said product.
 - Suppliers shall provide written notification to Bandel if supplier becomes aware or suspects counterfeit material was delivered to Bandel within 24 hours.
 - Supplier's Counterfeit Material Prevention must include training of appropriate personnel, have containment and notification action in event counterfeit material is discovered at supplier and must comply to AS6174A.

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II. Additional product-specific requirements.

- Q14. OEM's Certificates of Analysis** - Mill or product certificates denoting chemical and physical properties shall accompany each lot/shipment. All documentation shall have traceability to include Heat Lot on shipper, Packing slip, Mill/Material Certification and Certificate of Conformance/Compliance.
- Q15. Domestic Specialty Metals (DFARS)** – Raw materials shall not be procured from foreign agencies or produced in non-domestic mills unless previously approved by Bandel Manufacturing. Specialty metals identified in DFARS Clause 252.225-7014 which have been melted outside the United States, its possessions, or Puerto Rico are prohibited and must be approved by Bandel Manufacturing prior to shipment. If approval is granted, an independent laboratory analysis may be required.
- Q16. Segregation of Product** – Raw materials must be supplied in single heat lots only. Supplier must obtain approval from Bandel Manufacturing prior to shipping multiple heat lots. If permission is granted, the material must be shipped in separate, clearly identified containers, bundles or skids.
- Q17. Required Test Specimens** – The supplier shall provide test coupons or specimens as requested by Bandel Manufacturing's Purchase Order.
- Q18. Required Tests, Inspections, & Related Instructions** – The supplier shall perform or obtain tests and/or inspections and provide the resulting data to Bandel Manufacturing prior to shipment or with shipment of the product, as instructed on Bandel Manufacturing's Purchase Order.
- Q19. Dimensional Inspections** - A dimensional inspection report is required.
- Q20. First Article Inspections**- First articles must conform to AS 9102. A First Article Inspection Report is required.
- Q21. Calibration Services** - Calibration certificate traceable to NIST is required.
- Q22. Chemicals & Materials with Limited Shelf Life** – Supplier shall submit a *Material Safety Data Sheet* with the shipment of chemicals. If material has limited shelf life, a Certificate of Conformance with the following information is also required:
- Reference to the Bandel Manufacturing Purchase Order and line-item number
 - Identifying nomenclature such as item name, part number, revision, serial numbers
 1. Date of manufacture
 2. Batch and/or lot numbers
 3. Date of expiration
 4. Any special storage conditions for the material
 - Manufacturer's name (if not supplier)
 - Quantity shipped.
- Q23. Human Rights and Modern Anti-Slavery** - Approved supplier agrees that any violation of law relating to basic working conditions and human rights, including but not limited to laws regarding modern slavery and human trafficking, applicable to the vendor performance under this purchase order, may be considered a breach of this purchase order; for which Bandel Manufacturing Inc. may elect to cancel open orders between the two parties, for cause, without first giving the vendor an opportunity to cure such breach.
- Q24. Conflict Minerals** - Approved supplier agrees and have confirmed "Conflict Minerals" from the Democratic Republic of Congo and adjoining conflict areas or countries are not used in materials or products per requirement of Section 1502 of the Dodd-Frank Act adopted by the U.S. Securities and Exchange Commission (SEC).

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Q25 ITAR/EAR COMPLIANCE This Purchase Order, as well as documents attached to and or provided under this Purchase Order, contain technical data, the use of which is restricted by the US Arms Export Control Act. This data has been provided in accordance with, and subject to, the limitations specified in paragraph 126.5 of the International Traffic in Arms Regulations (ITAR) and or Export Arms Regulations (EAR). By accepting this data, the consignee agrees to the requirements of the ITAR and or EAR. All provided data information shall be returned to Bandel Mfg., Inc. after the quotation process or contract duration.

Q26 RoHS: Suppliers shall ensure Materials will meet "RoHS" requirements to the latest directive and must submit a RoHS compliance declaration upon requested.

Q27 Force Majeure: Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer can terminate this Order immediately by giving written notice to Seller.

Q28 DPAS If this is a DPAS rated order certified for National Defense Use, and you are required by law to follow the provisions of the Defense Priorities Allocations System (15 CFR 700). Authorized vendor representative must accept or reject a rated order in writing or electronically within fifteen (15) working days after receipt of a "DO" rated order, and within ten (10) working days after receipt of a "DX" rated order. If the order is rejected, the representative must give reasons in writing (NOT electronically) for the rejection, directed to the listed Buyer on the subject order. If a rated order has been accepted, and vendor/vendor's representative subsequently finds that shipment or performance will be delayed, notification must be provided to IDSI immediately, providing the reasons for the delay, and advising of a new shipment/performance date. If notification is given verbally, written, or electronic confirmation must be provided within five (5) working days.

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	REQUIRED IMPLEMENTATION OF THE FOLLOWING BANDEL QUALITY CLAUSES										
TYPE OF SUPPLIER	Q14	Q15	Q16	Q17	Q18	Q19	Q20	Q21	Q22	Q23	Q24
Raw Material	X	X	X							X	X
Chemicals & Material with Shelf Life			X						X	X	
Machining			X			X	X			X	
Laser Cutting			X			X				X	
EDM			X			X				X	
Welding			X							X	
Grinding/Honing			X			X				X	
Finish Processing			X		X					X	
Heat Treat					X					X	
General Hardware			X							X	X
Non-Metallic Hardware			X		X				X	X	X
Special Hardware			X		X					X	X
Calibration								X		X	
Castings/Forgings	X		X	X	X	X				X	X
Inspection & Test Services				X	X	X		X		X	

These clauses apply for issued Purchase orders. The Purchase Order provides further clarification and additional information, if necessary. Please visit website www.bandel.com for complete list of Purchase Order Clauses.