

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **SCOPE**

These requirements are supplemental to those set forth in any other contracted documents. The provisions indicated herein are an integral part of the applicable Purchase Order. Compliance with the requirements of these clauses does not reduce the supplier's responsibility for furnishing conforming materials and/or services to Westak. In the event that materials and/or services are found to be nonconforming, Westak shall have the right to reject them.

### **STANDARD REQUIREMENTS**

#### **Q1 Certificate of Conformance/Analysis**

The supplier shall provide written certification that the article(s) delivered under this purchase order have been inspected and are in compliance with all requirements, applicable drawings, specifications, terms and conditions of the purchase order. The certificate shall contain:

1. Westak purchase order number.
2. Indication of applicable specification(s), when noted on the purchase order.

In addition, the supplier must state in the certificate that objective evidence sufficient to substantiate the Certificate of Conformance is on file and is available for Westak review. The Certificate of Conformance must be signed by a duly authorized representative of the supplier's quality function. One (1) reproducible copy of the Certificate of Conformance shall be supplied to Westak concurrent with each delivery of article(s). Certificate of Conformance from distributors shall comply with all the above requirements, and shall have a copy of the original manufacturers Certificate of Conformance attached thereto.

#### **Q2 Quality Program Requirement**

The manufacturer supplier and distributor supplier shall establish and maintain a quality system that complies with ISO 9001, AS9100 or an approved alternative quality system. The supplier shall ensure that persons under their control are competent, trained and aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

#### **Q3 Product Design or Process Changes**

On any items produced for or supplied to Westak provided controlled drawings or specifications, Westak shall be notified as soon as possible for authorization of any design or manufacturing process changes prior to implementation of such changes. These changes include, but are not limited to, raw materials, hardware, plating, coating, soldering, and chemical or metallurgical processes.

#### **Q4 Records and/or Reports**

Inspection system provisions require the supplier to prepare, utilize and maintain inspection and test records. Upon request, the supplier shall submit a copy of all inspection records completed in performing final inspection of the units shipped. Actual lot test date in the form of a certificate of analysis meets this criteria. Vendor shall retain all records pertaining to material, manufacturing processes, special processes, testing, and inspection for seven (7) years.

#### **Q5 Limited Shelf Life Materials**

The supplier shall identify all materials and articles which have definite characteristics of quality degradation with age and/or environment. The supplier shall supply this information on the container/package or accompanying documentation. This identification shall indicate the date useful life was initiated and the date and/or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include the

storage conditions (i.e., temperature, humidity, etc.) required to achieve the stated life. The applicable materials/article shelf life per Westak raw material specifications shall remain upon receipt of the material by Westak or the material is subject to rejection and return to the supplier. The shelf life start date shall be the date of manufacture (DOM) from the manufacturer or as otherwise specified by the manufacturer in writing.

#### **Q6 Packaging Requirements**

Supplies delivered on this purchase order shall be packed, packaged, and preserved in a manner affording adequate physical protection from damage and deterioration during normal handling, shipping or storage. Best commercial practices shall be used.

#### **Q7 Packaging Requirements - Identification**

Each shipping container shall be identified with, or include a packing slip that includes:

1. Purchase Order Number.
  2. Label with Part Number (Westak).
  3. Quantity.
  4. Item Description.
  4. Lot Number (when applicable).
  5. Cure Date (when applicable).
  6. Static Sensitive Warning (when applicable).
- A packing slip must be included in the shipment.

#### **Q8 Special Process Control**

Changes in the controlled status of special processes or certified operators, such as relocation of facility, changes in method, and changes in significant personnel, shall be submitted to Westak for approval prior to implementation. The supplier shall maintain records of certified processes and personnel which reflect the current status and the results of tests or examinations of such processes and personnel. The supplier shall make such records available to Westak upon request. The suppliers shall include the provisions of this clause in any order placed with suppliers at any tier for material or services required under this order.

#### **Q9 Static Sensitive Materials**

The following requirements apply to materials, devices or assemblies capable of being degraded, damaged or destroyed by static electrical discharge.

1. All items shall be preserved, packaged and packed in such a manner as to preclude their exposure to the generation or discharge of static electrical potential.
2. Packaging shall be clearly marked or labeled to indicate that the contents are subject to damage or degradation by static electricity.
3. A distributor's system for Electrostatic Discharge Sensitive (ESDS) device protection shall be compliance with JEDEC publication No. JESD625-A (latest revision).

#### **Q10 Government, Customer or Regulatory Agency Inspection**

Westak, Government, Customer or Regulatory Agency reserves the right of access to all applicable areas of all facilities, at any level of the supply chain involved in the order,

