

Sales Orders Terms & Conditions

- A) Revision Control
 - a. Product supplied must match all drawings, specifications and/or reference documents provided with our purchase order unless otherwise specified
- B) Inspection and Testing
 - a. When requested on our purchase order, inspections and tests must be performed prior to shipment of product to Brumall Mfg.
- C) Non-conforming Product Notification
 - a. If a nonconformance is discovered prior to shipment that does not affect form, fit, or function, a request for waiver may be submitted.
 - b. All such requests must be made in writing.
 - i. Under no circumstances shall shipment be made without written approval from Brumall Mfg.
- D) Right of Access
 - a. Brumall, as well as our customers and regulatory authorities, reserve the right of access to our suppliers' facilities at any level of the supply chain for the purpose of audits and inspections. If such access is necessary, reasonable notice will be given to the supplier prior to visitation.
- E) Traceability
 - a. Lot traceability is required for products provided per this purchase order
 - i. It is mandatory to provide or maintain for future retrieval the unique lot/control number assigned by the manufacturer to the production lot provided.
 - ii. This lot number must be traceable to all raw materials, processing and testing results and available upon request by Brumall.
 - 1. Cert Packages: Unless specified on individual lines of this order, items are considered commercial/off-the-shelf and only require a Certificate of Conformance. {See Section F for C of C requirements}
 - 2. All documents must be legible and written/translated to the English language.
 - iii. Commingled lots will be rejected
- F) Certificate of Conformance
 - a. Vendors shall provide a certificate of conformance with each shipment which states that the product supplied meets all drawing specification and purchase order requirements. The C of C shall include the part number(s) listed on the purchase order, the production lot number(s), and the signature of an authorized representative of the vendor.
 - b. If a specific manufacturer has been requested on Brumall's purchase order, that specified manufacturer must be used and the C of C must state that that manufacturer has been used.
- G) Handling, Preservation and Packing
 - a. The supplier shall ensure that the products supplied are protected from damage during production, inspection, packing and shipping operations.
 - b. Products found to be damaged upon receipt shall be subject to rejection.

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- H) Flow-Down of Requirements
 - a. Suppliers are required to flow down the requirements of this purchase order to sub-tier suppliers and special processors.
- I) Flow-Up of Requirements
 - a. Items requested may be used for aerospace, medical or transportation industries. No restrictions by vendors.
- J) DFARS Clause 252.225-701, RoHS, and REACH
 - a. When the purchase order, part number, and/or description specifies DFARS, RoHS, and/or REACH requirements, parts must comply with the requirements detailed in their respective government regulations.
- K) The Dodd-Frank Act
 - a. Brumall supports the goals presented by the Dodd-Frank Act. Parts must comply with the requirements detailed in this Act, or notification of non-compliance must be given prior to shipment of this order.
- L) Shipping Tolerance
 - a. The allowable quantity variance for this purchase order is $\pm 10\%$. Any deviation from this variance must be approved by Brumall's Purchasing Department prior to shipment.
- M) Record Retention
 - a. Product inspection records, test reports and other documentation indicating conformance to Brumall Mfg. purchase orders must be retained by the supplier a minimum of 10 years from the date of shipment.
 - b. If a third-party supplier is to be used, these requirements must be flowed down to said third party supplier.
 - c. Notification must be given to Brumall 30 days prior to the destruction of any records.
- N) Counterfeit Parts Prevention
 - a. For the purposes of this clause, "work" consists of those parts delivered under this contract that are the lowest level of separately identifiable items (e.g. articles, components, goods, and assemblies). "Counterfeit Work" consists of "work" that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also included approved "work" that has reached a design life limit or has been damaged beyond possible repair, but is altered and/or misrepresented as acceptable.
 - b. The Seller agrees and shall ensure that Counterfeit Work is not delivered to Brumall Mfg.
 - c. The Seller shall only provide products to be delivered or incorporated as Work to Brumall Mfg. directly from the original manufacturer, or through the manufacturer's authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Brumall Mfg.
 - d. The Seller shall immediately notify Brumall Mfg. with the pertinent facts if the Seller becomes aware or suspects that it has furnished counterfeit work. When

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requested by Brumall Mfg., the Seller shall provide documentation from the manufacturer that authenticates traceability of the affected items to the applicable manufacturer.

- O) Suppliers to maintain quality management system compliant to ISO 9001, and calibration system compliant to ANSI Z540, ISO 10012, or ISD17025.
- P) Suppliers to ensure that persons are aware of their contribution to product or service conformity, product safety, and importance of ethical Supplier to behavior notify by complying changes with to all PD processes, requirements.
- Q) Supplier to notify Brumall of changes to processes, requirements. products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval.