

<b>Bryli Inc</b>	POTC-01		
	SUPPLIER TERMS & CONDITIONS		
Not controlled in hard copy	Rev. 2.0	Date: 04/16/2022	Page 1 of 2

## **A. STANDARD TERMS AND CONDITIONS OF ORDER**

1. We reserve the right to review the processes and records associated with this order at all suppliers' facilities with appropriate notification. This right extends to our customers, applicable regulatory agencies, and any sub-tier suppliers used in the fulfillment of this order.
2. If any of this order is outsourced to your suppliers, all applicable requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier supplier used.
3. Delivery times are defined on each PO. If supplier is unable to meet defined deadlines, we must be notified immediately for risk assessment.
4. We reserve the right to cancel a PO without penalty if supplier is unable to meet defined requirements.
5. Acceptance of a PO is a binding contract and any breach to said contracts are legally binding in the State of Texas with all applicable laws and governing.
6. Supplier agrees to maintaining certain Quality Functions used as part of the initial evaluation of approval. Any significant changes to the Quality Program as originally provided (including registration changes), must be communicated to company quality immediately for risk assessment.
7. We monitor and measure on time delivery and quality performance of all suppliers to ensure continued approval. Failure to meet desired performance levels can result in a Corrective Action being submitted, re-evaluation, or removal from approved status.
8. Supplier adheres to the requirements of all counterfeit prevention protocols to ensure only authentic and approved parts are provided. Please see AS5553, AS6174, and AS6081 for guidance.
9. Supplier agrees to all applicable regulations (ITAR, DFAR, etc.), if stated applicable on the PO.
10. Supplier agrees to ensure personnel are aware of safe work practices and ethical behavior.
11. Supplier agrees to receive returned products/services for review and disposition if found nonconforming to stated requirements. Pending returns will result in a HOLD on payment of invoices until resolution is determined and processed.

## **B. PART / COMPONENT PROVIDERS**

1. Supplier agrees to provide parts defined within the associated PO to the revision level noted. If no revision level is noted, the latest revision level is requested.
2. Supplier agrees to provide conformance records of parts provided to ensure items meet specification and performance requirements. A Certificate of Conformance is acceptable.

## **C. MANUFACTURERS**

1. Suppliers must maintain process and conformance records regarding the product or service provided regarding this order for a minimum of 7 years.
2. Certificates of Conformance are required for each line item listed on the PO as directed.
3. When Full Inspection and Test Reports are required, it will be noted on the PO.
4. All special processes required by this PO must be performed by qualified personnel and the processes be periodically validated to ensure output meets requirements. Process validation records will be made available to us on request.

<b>Bryli Inc</b>	POTC-01 SUPPLIER TERMS & CONDITIONS		
Not controlled in hard copy	Rev. 2.0	Date: 04/16/2022	Page 2 of 2

5. Any differences between what is listed above and what is provided by the supplier must be clearly identified, communicated and approved prior to shipping. Supplier is not allowed to modify drawings, specifications, or product characteristics without written consent of our engineering and quality departments.

6. When utilizing sampling inspection as a means of verification, the method must be in accordance to a statistically valid standard (i.e. ANSI Z1.4 or equivalent).

7. Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to our quality department for evaluation.

#### **D. SERVICES AND SPECIAL PROCESS PROVIDERS**

1. If providing calibration services, all certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology). Calibration certificates must note received and as left conditions.

2. Providers of welding services must maintain qualified and certified personnel and make the records of qualification available upon request.

3. All special process providers must perform tasks according to applicable and stated specifications (ASME, Mil Specs, etc.). Conformance records provided must indicate specifications in which processes were performed.

4. Service Providers performing tasks that do not directly impact product quality are required to provide evidence of competence to complete specific actions. This can also be covered under Supplier Approvals.