

## **Vanguard Manufacturing Company Terms and Conditions for Suppliers:**

Please confirm price & delivery. Vanguard Manufacturing Company must be notified immediately if this order is delayed and the due at dock date cannot be achieved.

For all supplied line items, Vanguard Manufacturing Company requires documentation that enables material/product lot/batch traceability, including traceability to any applicable tests, specifications, sources and certifications identified on the purchase order. Certificate of conformance is required for all raw materials and special processes.

Supplier agrees to comply with all purchase order requirements that may include (1) the control and monitoring of any special requirements, critical items or key characteristics, (2) implementation of any test, inspection or verification activities, and (3) the use of specific, identified suppliers or approved sources of products and services. Before accepting this purchase order, Supplier agrees to notify Vanguard Manufacturing Company if the Supplier intends to use statistical techniques for product acceptance purposes.

Any product known to be nonconforming prior to shipment, including counterfeit product, must be (1) identified in some way to distinguish it from conforming product and (2) returned to Vanguard Manufacturing Company. Supplier shall notify Vanguard Manufacturing Company of any nonconforming product prior to returning the product. In addition, Supplier must notify Vanguard Manufacturing Company if any nonconformities were detected after shipment and potential nonconforming product was returned to Vanguard Manufacturing Company as a result.

All items must be packaged to prevent damage during shipment (e.g. ensure no scrapes, dents or other damage).

Any work that is outsourced to a sub-tier supplier must be given all requirements in this Purchase Order including any attachments.

Supplier agrees to retain for a minimum of 10 years all documentation, quality inspection, test results, and all other records relevant to the process applied. Supplier agrees to notify Vanguard Manufacturing Company prior to the disposition/destruction any records related to the performance of this purchase order.

Supplier agrees to notify Vanguard Manufacturing Company of changes to processes, products and services, including changes in the location of manufacture that may affect product quality. Supplier agrees to notify Vanguard Manufacturing Company of such changes before the changes are implemented or before they could affect products and services identified on the purchase order. Vanguard Manufacturing Company reserves the right to modify or cancel all or part of the purchase order if it determines that such changes could negatively affect products and services identified on the purchase order.

Acceptance of this PO includes affording Vanguard Manufacturing Company, its customers, government and/or regulatory authorities, the right to verify, at the Supplier's premises, that the Supplier's product conforms to the specified requirements and to any applicable records.

Supplier agrees to the continual monitoring and evaluation of on time delivery (>95%) and product conformity (<1%) associated with the purchase order by Vanguard Manufacturing Company. Vanguard Manufacturing Company may issue corrective action requests to Suppliers who underperform or continually fail to conform to purchase order requirements. Supplier agrees to address and resolve any corrective action request submitted by Vanguard Manufacturing Company.

Supplier is responsible to ensure that persons performing work affecting product quality are (1) competent on the basis of appropriate education, training, and/or certification, and (2) are aware of the importance of ethical behavior and of their contributions to product quality and to maintaining product safety.

The supplier shall prevent the use of counterfeit parts (ref. AS9100D 8.1.4).

The supplier shall assure that work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items.

Supplier understands and agrees any information disclosed, made available or herein is private, confidential, and proprietary, and may also be controlled technical data under the Export Administration Regulations or International Traffic in Arms Regulations, or subject to other laws or regulations.

If due date can not be met, please call and update delivery date