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|  TCAB Manufacturing | TCAB Manufacturing PUR-741.3-01 | Terms and Conditions |
| Cage 8DKD4 | | Revision: 01 |


1. **Subcontracting** - Supplier agrees to obtain written approval to sub-contract any portion of this purchase order wherein the sub-contracting is for a product or process normally performed at the sub-contractors facility. For example, if TCAB is sub-contracting CNC machining services, the sub-contractor *may not* sub-contract CNC machining services to another sub-contractor without written approval. This requirement does not apply to products or services not normally performed at the sub-contractors facility. For example, a CNC machine shop *may* purchase raw material, heat treat the raw material, etc without written approval. Supplier shall flow down all applicable TCAB terms and conditions to its sub-contractors.
2. **Supplier Requests** – All supplier requests must be in writing. Supplier requests may include (but are not limited to)
 - a. Technical clarification of drawings, specifications, etc.
 - b. Request for delivery extension date
 - c. Request for change in purchase order terms, FOB point, unit price, etc.
3. **Records** – You must maintain production and quality records for a minimum of ten years from date of shipment. This clause specifically excludes Controlled Unclassified Information which must be destroyed or returned with the purchase order. These records include, but are not limited to:
 - a. Objective evidence of inspection and tests
 - b. Raw material certifications
 - c. Outside process certifications (heat treat, plating, etc)
 - d. TCAB Purchase Order
 - e. Job travelers, routing, sequence of operations etc.
4. **Configuration Control** –
 - a. When a revision level for a TCAB supplied specification or engineering drawing is specified on a purchase order, the vendor is to certify to that revision level and destroy all previous editions.
 - b. When a military or Government specification or drawing is specified on the purchase order, the vendor is to use the latest revision specified by the Governing activity and certify to that revision. This requirement may be waived if the Governing specification states that existing stock may be used until depleted

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5. **ITAR Controlled - WARNING** - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended (Title 50, U.S.C., App. 2401 et seq.). Violations of these export laws are subject to severe criminal penalties.
6. **Conflicting Technical Requirements/Document Hierarchy** – In the event of conflicting technical requirements, the hierarchy shall be as follows:
 - a. TCAB Purchase Order
 - b. Specifications
 - c. Technical drawings
7. **Right of Access** – You must allow TCAB on site verification of your manufacturing process, quality management system, or product . This requirement also extends to TCAB customers, customer representatives, U.S. Government, etc.
8. **Mercury Contamination** - Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies under this contract
9. **Non-Conforming Product** – You must ship only product which meets all applicable purchase order requirements.
10. **Quality System** – It is suggested that all suppliers have a documented quality system. It is also suggested that you maintain third party certification of your quality system. In the event that you do not have a documented quality system, you must have at the minimum an inspection system which confirms to Mil-I-45208A.
11. **Shipping and Packaging** –
 - a. When specified on the purchase order, all packaging, labelling and shipping requirements must be adhered to.
 - b. In the event that there are no specific purchase order shipping and packaging requirements, care shall be taken to ensure that the product arrives at TCAB with no damage from shipping. Additionally, product shall be clean, de-burred (when applicable) free of FOD, and have no residual cutting fluids or other residues from the manufacturing process. Product shall be packaged so that corrosion does not propagate during storage at TCAB.

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12. **Time is of the Essence** - With regard to all dates and time periods set forth, or referred to, in this purchase order, time is of the essence.
13. **Defense Priority and Allocation Requirements** – For all purchase orders that include a Government contract. This is a rated order certified for national defense, emergency preparedness, and energy program use, and the sub-contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation
14. **Cyber Security** –
 - a. For all sub-contractors that receive TCAB furnished Controlled Unclassified Information. Sub-contractor must have a cyber-security system in place which complies with NIST 800-171.
15. **Cyber-Security incident reporting** - When the sub-contractor discovers a cyber security incident, they shall follow all provision outlined in DFARS 252.204-701.
16. **Corrective Action** – In the event TCAB observes non-conformances which indicates a systemic sub-contractor problem, TCAB may at its option, issue a corrective action request. The supplier is to expediently answer the corrective action request and return the completed form to TCAB. Failure to comply may cause delay in payments, and eventually lead to supplier dis-qualification.
17. **Packing Slip** – Supplier must furnish a packing slip. The packing slip must include:
 - a. Name and address of manufacturing facility
 - b. TCAB purchase order number
 - c. Part Number
 - d. Revision
 - e. Quantity shipped
 - f. Date shipped

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18. Certifications - When indicated by a check mark in the appropriate certification type in the purchase order footer, the supplier must provide all applicable certifications. In addition to the information contained on the packing slip, the certifications shall contain as a minimum the following information for the category indicated:

- a. C of C -The supplier shall furnish a statement attesting to the fact that all records required to support purchase order compliance are on file at the suppliers facility, and they will be furnished upon request.
- b. Actual Chemical/Physical Certification – The supplier shall supply copies of certified mill test reports showing the actual chemical and physical properties of the raw material. This shall include traceability to a heat or lot number when applicable.
- c. Chain of Custody to OEM – The supplier shall provide all packing slips that show transfer of ownership from the OEM (Original Equipment Manufacturer) through any intermediary suppliers or distributors to final arrival at the suppliers facility.
- d. Process Certification – The supplier shall provide a certification indicating that the process was performed to the applicable Government or Prime specification, including the process number and revision.
- e. Inspection/ Test reports –
 - i. For inspection reports, the supplier shall provide:
 1. A bulleted inspection report listing the purchase order requirements.
 2. The tolerance (when applicable)
 3. The inspection tool and serial number used as applicable
 4. The actual measurement or parameter observed
 5. The sample size or parameter, quantity inspected, and quantity rejected.
 6. And indication of acceptance or rejection, including an inspection stamp, date, name and title of signer.
 - ii. For test reports –
 1. The actual measurement or parameter observed
 2. The sample size or parameter, quantity inspected, and quantity rejected.
 3. Indication of acceptance or rejection, including an inspection stamp, date, name and title of signer