

Terms and Conditions

SCOPE

This document establishes requirements for OMI Specialty Products, LLC. (*Hereafter referred to as OMI*) supplier's quality control systems. These requirements are in addition to those set forth in any other contractual document.

APPLICABLE DOCUMENTS

The following documents form a part of this document to the extent specified herein.

MIL-STD-45662A	Calibration System Requirements
MIL-I-45208A	Inspection System Requirements
ANSI Z540-1	General Requirements for Calibration Laboratories and Measuring and Test Equipment
ISO 9000	Quality management and quality assurance standards (and applicable ISO 9000 family section including ISO 10012 series and Guide 25)
ASA-100	Aviation Supplier Association's Quality Systems Standard
SAE AS9100	Quality Management Systems - Requirements for Aviation, Space, and Defense Organizations
10 CFR Part 21	CFR Title 10, Chapter I Part 21 Titled: "Reporting of Defects and noncompliance"
14 CFR Part 21.2	CFR Title 14, Chapter I, Subchapter C, Part 21, Subpart A, Section 21.2 Titled: "Falsification of applications, reports, or records"

APPLICABILITY

This Document shall apply to all supplies and services. The requirements of this document shall be satisfied in addition to all detail requirements contained in any other portions of the contract or purchase order. Meeting the requirements contained herein is a requirement for remaining on the contracted OMI approved supplier list. The supplier is responsible for furnishing articles, which meet all requirements of the contract or purchase order. Should any inconsistency occur between this specification and any other contractual document, the supplier shall be responsible for bringing this to the attention of OMI, as well as authorized changes thereto, for fabrication, inspection and testing.

Copies of OMI customer's drawings, specifications and/or procedures supplied by OMI shall not be reproduced except for internal use. Such proprietary items shall be controlled to preclude their use for other than contract work with OMI.

TRACEABILITY

Product shall be segregated and identified with the heat/batch/Lot number and shall be traceable to the test report or certificate of conformance.

MEASURING AND TEST EQUIPMENT

The supplier shall provide and maintain sufficient gauges and other measuring and testing devices which are accurate enough to assure product conformance, these devices shall be calibrated at established intervals against certified standards which have known valid relationships to national standards. If production tooling, such as jigs, fixtures, templates, and patterns are used as a media of inspection, such devices shall also be proved for accuracy at established intervals. Calibration of inspection equipment shall be in accordance with ANSI (NCSL) Z540-1 or ISO 10012.

GOVERNMENT/OMI EVALUATION

OMI and their Customers, including the government reserve the right to conduct inspection and/or surveillance of the supplier system, procedures, facilities and products. The government has the right to inspect any or all of the work included in this order at the supplier's facility. The supplier shall, provide all necessary facilities, equipment, documentation and personnel required to perform any inspection at no additional cost to OMI.

GOVERNMENT/OMI FURNISHED MATERIAL

When material is furnished, by the Government or OMI, the supplier's procedures shall include as a minimum the following:

- Examination upon receipt, consistent with practicability, to detect damage in transit.
- Inspection for completeness and proper type.
- Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage.
- Functional testing, either prior to or after processing, or both, as required by contract to determine satisfactory operation.
- Identification and protection from improper use or disposition.
- Verification of quality.

SAMPLING INSPECTION

Sampling inspection procedures used by the supplier to determine quality conformance of supplies shall be as stated in the Federal, military or industry specifications applicable to the product being supplied and shall be subject to approval by OMI. In the absence of specific requirements, the subcontractor shall Use MIL-STD-105/ANSI ASQ Z1.4, or its replacement, including sampling procedures and tables for inspection by attribute.

RECEIVING INSPECTION

Subcontracted or purchased supplies will be subject to inspection at destination, as necessary to assure conformance to contract or purchase order requirements. Acceptance of order at destination does not relieve the supplier of any responsibility regarding non-conformances. OMI will, report to the Government representative, any non-conformance found on Government source inspected supplies, and will require the supplier to coordinate with the Government representative on corrective action.

NON-CONFORMING MATERIAL

The supplier shall establish and maintain an effective and positive system for controlling non-conforming material, including procedures for the identification, segregation, presentation and disposition of reworked or repaired supplies. Repair of non-conforming supplies is the prerogative of and shall be as prescribed by OMI. All non-conforming supplies shall be positively identified to prevent use, shipment and intermingling with conforming supplies.

Deviation Requests

Requests for deviation from the requirements of the contract or purchase order shall be submitted to and approved by OMI, prior to shipment. Product accepted on a deviation request by OMI, will be shipped with all certifications and shippers referencing the nonconformance.

Authorization to ship discrepant or substitute material must be obtained in writing prior to shipment. Discrepant material shipped without approval will not be accepted.

COUNTERFEIT PARTS

The Supplier shall maintain a system to ensure the detection and disposition of counterfeit parts. Counterfeit parts is defined as an unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.

DAMAGED GOVERNMENT/OMI FURNISHED MATERIAL

The supplier shall report to the Government or the OMI representative any furnished material found damaged or otherwise unsuitable for use.

CERTIFICATION

The supplier shall provide a Certificate of Compliance (C of C) attesting that the product complies with drawings, Part numbers and/or specifications imposed by the purchase order or contract. The C of C shall state that, "Substantiating evidence is on file and available upon request". The C of C shall be attached to the packing slip and shall

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accompany each shipment. The report shall contain the name, title and signature of the company duly authorized representative.

MARKING OF PAPERWORK (PACKING LIST)

The packing list must contain the following information:

- Your company name
- Date of order
- Heat number
- Specification designation
- Alloy or grade, Temper, Size
- Part number
- Quantity ordered **and** quantity shipped
- Other Special information as listed on the P.O.
- "Urgent" or "Special Handling" if applicable

FOREIGN OBJECT DAMAGE

Supplier shall institute a program to ensure material (including services performed on material supplied by, or on behalf of, OMI are free of foreign object damage and/or debris.

PREPARATION FOR SHIPMENT

The supplier's quality control system shall assure that the quality of supplies is protected preserved and packaged during shipment in accordance with best commercial practices unless otherwise specified on the purchase order or contract for manufacture.

ELECTRONIC SIGNATURE/ID CONTROL

When Supplier utilizes electronic signatures, there shall be controls in place to ensure the following:

The signer must take a distinct action to "sign" electronically.

A means to delegate signature authority which allows the delegated individual to utilize their own electronic identification (i.e., integrity of each person's electronic signature must be preserved).

A means to identify the electronic signer by name on the electronic paper version of the document and be maintained for the retention life of the electronic record.

Preservation of unauthorized access to electronic identifications.

An established password policy to change electronic identification and not share electronic identification.

Reviews to ensure proper use of electronic signatures.

A means to identify an electronic signature on a record as an electronic signature.

Electronic signature applications shall not allow unauthorized users to change electronically signed documents or records. All changes to electronically signed documents, or records made by

authorized users shall be revision controlled, identify the person making the change, and shall clearly reflect that the document, or record has been revised.

EXPORT CONTROL

OMI fully complies with all U.S. export control laws and regulations ("U.S. Export Controls"), including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Foreign Asset Control Regulations administered by the Office of Foreign Assets Control (OFAC) in the U.S. Department of the Treasury. All products, technical data, software or technology to be exchanged between OMI and your company must be handled in compliance with U.S. Export Controls.

As a Term and Condition of Purchase, it is the suppliers' responsibility to provide OMI with export classification data (USML category and sub category – ITAR) or (ECCN – EAR) on the Items procured from the supplier to enable OMI to control such Items in compliance with U.S. Export Control requirements. Furthermore, OMI requires its suppliers to use at least reasonable efforts to cooperate with and assist OMI in the correct identification and classification of Items provided by the supplier

or manufactured to supplier's requirements, designs and/or specifications, which may be subject to U.S. export control regulations. If the supplier does not or otherwise fails to make reasonable efforts to provide classification information and assist OMI and/or its related companies, as the case may be, to correctly identify or classify supplier Items subject to U.S. export control regulations, then OMI shall have the option, at OMI's sole discretion, to (a) return all Items not classified due to your breach of obligations hereunder for a refund in full without penalty, fee or cost to OMI and you shall further reimburse OMI for any additional costs or damages suffered by OMI as a result of procuring replacements, including without limitation, delay penalties paid by OMI to its customers, and/or costs of replacement Items over and above the cost of the Items returned to you; or (b) keep the Items not classified due to your breach of obligations hereunder and you shall (i) reimburse OMI for all costs and fees incurred by OMI in classifying the Item(s) for itself (including without limitation) attorneys' or consultant fees and/or costs associated with preparing, submitting and obtaining a response to a Commodity Jurisdiction request (provided however OMI has no obligation to submit such a Commodity Jurisdiction request); and (ii) indemnify and hold harmless OMI from any violation and/or penalties incurred by OMI and/or its related companies that result or arise from inaccurate classification of Items during the process of exporting the Items from the U.S. and/or during the import process at the country of destination.

The items, goods, technology and services covered hereunder ("Export Controlled Items" or "Items") do not refer only to physical products and tangible items but also includes technical data, software, technology, know-how or other intangibles and services that are subject to the U.S. Export Controls.

The supplier will also ensure that all company personnel who represent the supplier in a meeting with or visit to OMI will identify their citizenship/nationality. In the event OMI informs Supplier that export controlled items will be involved or accessible on a site visit to OMI's facility or a meeting, or Supplier otherwise knows that export controlled items will be involved or accessible on a site visit to OMI's facility or meeting, Supplier will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with export controlled items.

HAZARDOUS MATERIAL

The supplier shall furnish applicable Material Safety Data Sheets for products designated by industry, state, or federal agencies as hazardous material as instructed on OMI purchase order.

AIRWORTHINESS TAGS

Any shipment of aircraft components / equipment shall be accompanied by an original Federal Aviation Administration (FAA) Form 8130-3, Airworthiness Approval Tag, EASA, etc., as applicable. The distributor shall use ATA Specification 300 packaging or equivalent, or customer specified packaging when appropriate. If practical, environmentally friendly packaging material should be utilized. Flammable, toxic, or volatile materials shall be packaged in a safe manner per manufacturer's recommendations or as specified by local regulations.

ELECTRO-STATIC SENSITIVE DEVICES

Material subject to damage from electro-static discharge shall be packaged, handled, and protected with necessary precaution and in accordance with requirements for safe handling of electro-static sensitive devices. For additional information see ASA Best Practice – ESD Best Practice.

AGE CONTROL & LIFE LIMITED PRODUCTS

Age control & life limited products shall be identified with the date of manufacture, test time or cycle at which useful life will be expended. (i.e. shelf life or cycle life). Products supplied to OMI shall have a minimum of 80% of its life expectancy remaining unless otherwise indicated in the purchase order

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MANUFACTURERS TEST REPORT

Unless otherwise specified in the contract, material, parts and hardware supplied under this contract, shall be accompanied by a clear and reproducible copy of the manufacturers test report with each shipment. The test report shall include actual test results and all traceability information including heat number, batch number, lot number etc. These reports shall contain a signed certification that the reported results represent the actual attributes of the material furnished and indicate full compliance with the applicable specification and contract requirements. The report shall contain the date, name, title and signature of the company duly authorized representative. Statements on material certification documents must be positive and unqualified. Words such as "to the best of our knowledge" of "we believe the information contained herein is true" are not acceptable.

Product shall be identified with the heat/batch/Lot number and shall be traceable to the test report

TRANSCRIBING OF DATA

Material certification data shall be recorded on the testing company's letterhead and bear the name (typed or printed), title, and signature of the authorized representative of the company. Certification data supplied shall be either the original (or copy of) mill certification, or the original (or copy of) from the testing facility performing the test. "NO TRANSCRIPTION OF DATA IS ALLOWED." All certifications must be traceable to the materials furnished.

PRESERVATION, PACKAGING, AND MARKING OF MATERIAL

Parts and Hardware

Whenever practical, materials shall be stored and delivered in the manufacturer's original packaging. Packaging shall identify the manufacturer, distributor, part number, serial number, lot or batch number (if applicable), and the quantity.

ATA Spec 300 Applies - standard for packaging aerospace parts. This standard outlines requirements for packaging, handling, and transporting parts to ensure protection during shipping and regulatory compliance.

Raw Materials

All materials must be preserved, packaged, and marked in a manner that meets or exceeds all standard commercial practices. These requirements are consistent with ASTM A700, ASTM B660, and ASTM B249. In addition to any markings required by the specific material specifications, all material is to be marked with:

1. Name of manufacturer
2. Heat number
3. Specification designation
4. Alloy or grade
5. Temper
6. Part number

Material markings must be done with ink or paint. Container or bundle markings shall be resistant to the elements.

SURPLUS PARTS REQUIREMENT

Vendor shall provide written notice accompanying shipments of parts when:

- 1) a part known to have been subjected to conditions of extreme stress, heat or environment are so identified;
- 2) all Airworthiness Directives (AD's) that are represented as having been accomplished are documented. Certification of compliance shall specify AD number, AD amendment number, date, and method of compliance, i.e., "AD xx-xx-xx terminated (date). Replaced shaft seal with P/N _____ shaft seal (signature)"; and
- 3) items identified as overhauled, repaired or modified have the appropriate signed and dated documentation to substantiate the condition of the part.

ADDITIONAL QUALITY ASSURANCE PROVISIONS

(The following clauses form a part of the purchase order when referenced either generally or specifically)

1. SEAMLESS TUBE & PIPE

Vendors material control system must assure that seamed pipe and tubing is controlled such that it cannot be mixed with seamless pipe and tubing. Material shall be positively identified to ensure unique traceability is maintained.

2. MILL TEST REPORT

Unless otherwise specified in the contract, material supplied under this contract, shall be accompanied by a clear and reproducible copy of the mill test report with each shipment. The test report shall include actual test results and all traceability information including heat number, batch number etc. These reports shall contain a signed certification that the reported results represent the actual attributes of the material furnished and indicate full compliance with the applicable specification and contract requirements. The report shall contain the date, name, title and signature of the company duly authorized representative. Statements on material certification documents must be positive and unqualified. Words such as "to the best of our knowledge" of "we believe the information contained herein is true" are not acceptable.

Material shall be identified with the heat/batch number and traceable to the test report.

3. CHEMICAL AND/OR PHYSICAL TEST REPORTS

Each shipment of material must be accompanied by legible and reproducible copies of all chemical and/or physical test reports, identifiable with the furnished materials. These reports shall contain a signed certification that the reported results represent the actual attributes of the material furnished and indicate full compliance with the applicable specification and contract requirements. The reports must contain the date, signature and title of the authorized representative of the agency performing the test and must contain sufficient information to assure conformance to specification requirements. The report must include the specification, drawing number and revision relative to the material including the identifying number for traceability (i.e. heat number, run number, batch number, lot number, etc.).

Statements on material certification documents must be positive and unqualified. Words such as "to the best of our knowledge" of "we believe the information contained herein is true" are not acceptable.

(A) Chemical and/or Physical Test(s) - These reports must contain the date, specification and lot, roll, batch or serial numbers applicable to the material submitted. They shall also delineate the specific requirement(s), test methods and quantitative results obtained.

(B) Dimensional Inspection Report - The report must contain the date and results of the dimensional measurement of the material or items submitted. The reports shall state the part number, description of the dimension and the results of the measurement. The seller shall maintain evidence of the inspections performed which may include a list of the tool(s) or equipment used to obtain the measurement and their calibration dates.

4. MERCURY NON-CONTAMINATION STATEMENT

Certifications shall contain the statement with the same intent: Material shall be free from contamination by mercury and mercury bearing Substances.

5. DIMENSIONAL DATA SHEET

Each lot of material must be inspected by the supplier and results of inspection recorded on a dimensional data sheet. One (1) copy of the data sheet which records objective evidence of acceptance must accompany each lot. As a minimum, lot size, sample size and results (accept or reject) must be recorded. Dimensional Data Sheet must

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reflect The purchasing order number, specification number, drawing number and revision, lot number or any other identifying number, i.e. heat, batch, serial numbers, etc. For traceability. The form used for documentation of data shall be optional.

6. SPECIAL PROCESSES OR PROCESSING APPROVAL

Special processes or processing, which may be, but not limited to; welding, brazing, heat treating, metal forming, surface preparation, film or plating applications, non-destructive testing, approval of processing equipment, procedures or personnel, must be approved prior to the initiation of any task required in the completion of this purchase order.

The seller is responsible for obtaining such approval as required by the purchase order. The certification of conformance, which must accompany each shipment of the material required by this purchase order, must specify the processes, specification, the name of the agency which performed them (if other than the seller) and contain the name and title of the authorized representative signing the form.

7. FROZEN PLANNING

No changes to processes, materials or procedures are allowed without written permission from OMI a copy of the approved process, Material or Procedure shall be kept on file at the supplier and shall be subject to review upon request. Any changes shall be submitted to OMI for review and approval prior to implementation.

8. SOURCE INSPECTION

The item specified on the face of this purchase order require inspection by OMI Quality Assurance representative(s) prior to shipment of supplies or performance of tests at suppliers facility. Notify OMI twenty-four (24) hours in advance to permit schedule of source inspection.

The supplier shall, in accordance with this provision, provide all necessary facilities, equipment, documentation and personnel required to perform this inspection at no additional cost to OMI.

Objective evidence of OMI source inspection must accompany each shipment of material. Evidence of inspection at the supplier's facility does not constitute acceptance.

9. GOVERNMENT SOURCE INSPECTION

Government source inspection is required prior to shipment of supplies or performance of test at supplier's facility. Upon receipt of this order, the supplier shall promptly notify the Government Representative who normally services their plant so that appropriate planning for Government inspection can be accomplished prior to shipment. In the event the representative or office cannot be located, contact the purchasing agent of the Business unit issuing the P.O. Evidence of Government Inspection must be indicated on the shipping documents.

The supplier shall, in accordance with this provision, provide all necessary facilities, equipment, documentation and personnel required to perform this inspection at no additional cost to OMI Records of processing, process control, conformance verification, and other evidence of quality system operation may be required.

Acceptance of material shall be accomplished at OMI's facility unless otherwise specified in writing. Evidence of inspection at the supplier's facility does not constitute acceptance. Government inspection shall not constitute OMI acceptance; nor shall it in any way relieve the supplier of their responsibility to furnish an acceptable end item.

10. PERMANENT MATERIAL IDENTIFICATION

Permanently identify each piece with the heat, lot, ingot, batch number, etc, as applicable.

11. TEMPORARY MATERIAL IDENTIFICATION

Temporarily identify each piece per specification requirements.

12. SEAMLESS CERTIFICATION

Certification shall also include a specific statement that "all material supplied on this order is seamless."

13. NO WELD CERTIFICATION

The supplier's test reports shall contain a statement that "no welding or weld repair has been performed" on the material being supplied.

14. HEAT TREAT RECORDS

The seller shall furnish records of the heat treatment, including austenitizing, tempering, and stress relieving temperatures, the times and method of cooling from the tempering and stress relieving temperature for each lot of bar.

15. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS)

This is a rated order for national defense. All requirements of 10 CFR Part 700 apply.

16. DOMESTIC SUPPLIES ONLY

All materials supplied under this contract shall be manufactured by domestic sources only, in accordance with FAR 52.225-11.

17. PROOF OF SHIPMENT/DELIVERY

The following shipping information must be faxed or sent electronically to "Expediter" at OMI Specialty Products, LLC. , Intl. within 24 hours of shipping the material:

- Purchase order number
- Date shipped
- Total quantity shipped per order
- Location shipped to
- Carrier material shipped on
- Carrier tracking or PRO number, if applicable

Proof of delivery must be supplied for every order.