

McMinnville Workholding, Inc.

Supplier PO - Terms and Conditions

1. General

- a) MWH (MWH) suggests and urges all External Providers to implement a quality management system to control processes and ensure compliance with these Purchase Order Terms and Conditions.
- b) All requirements contained within these Terms and Conditions apply as relevant to the product or service being provided, as defined in the Purchase Order.
- c) MWH customers solely retain control over design and development of products, and no alterations or deviations shall be made without prior written approval.
- d) External Providers shall ensure proper competence of personnel, including any required qualifications, and shall prevent the use of counterfeit or suspect parts.
- e) External Providers shall ensure that all persons are aware of their contribution to product and service conformity, product safety, and the importance of ethical behavior.
- f) External Providers shall retain documented information for a minimum of 2 years for **product-related services provided**, or as otherwise specified by MWH or its customers.

2. Communication

- a) MWH will communicate to External Providers its requirements for the processes, products, and services to be provided, including the identification of relevant technical data. Any special requirements, key characteristics, or other critical items will be specified in the Purchase Order or associated documents.
- b) External Providers shall maintain communication with MWH regarding product or service conformance and any changes to processes, products, or services.
- c) External Providers shall notify MWH (MWH) of any nonconforming processes, products, or services that may affect the quality or conformity of the product or service being provided. Where such nonconformance impacts MWH requirements, approval for disposition shall be obtained prior to shipment.
- d) If External Providers identify nonconforming products or services after delivery, McMinnville Workholding, Inc. shall be notified immediately. External Providers shall also notify MWH of any changes that may affect quality or cost prior to implementation.

3. Monitoring Activities

- a) MWH may apply control and monitoring activities based on risk and supplier performance. MWH will notify External Providers of any required test, inspection, or verification activities.
- b) If verification or validation activities are to be performed at the External Provider's facility, the External Provider will be notified in advance. MWH, along with its customers and regulatory authorities, retains the right of access to applicable areas of the facility and to relevant documentation.
- c) External Providers shall maintain control over the approval of products and services, methods, processes, and equipment, as well as the release of such products and services.

- d) External Providers shall ensure that monitoring and measuring equipment used to verify product or service conformity is properly controlled and calibrated, as applicable.

4. Product Acceptance

- a) Upon receipt at MWH, product acceptance may be based on statistical techniques; acceptance activities will always include review of products or services, their adherence to PO requirements, and any shipping/certifying documents.
- b) When required by MWH, external providers shall provide test specimens for approval, inspection, verification, or other activities deemed necessary for acceptance.
- c) MWH reserves the right to reject any products or services that do not conform to the requirements of the Purchase Order or these Terms and Conditions.

5. Sub-Tier Suppliers

- a) External Providers shall use only customer-designated or approved providers or notify MWH of their source of products or services when required.
- b) At all times, requirements set by MWH and their customers shall be flowed down to any sub-tier supplier.

6. Proprietary Information

- a) All technical data (in the form of drawings, product, etc) provided to the External Provider by MWH or their customer shall be considered proprietary information. It is prohibited for any information received to be transmitted or shared with any other entity without written approval from MWH or their customer. This requirement applies to all information received in connection with the Purchase Order, whether in physical or electronic form.

7. Special Process Requirements

- a) External Providers performing special processes such as anodizing, plating, heat treating, coating, welding, or similar operations shall ensure that such processes are properly controlled and performed by qualified personnel.
- b) External Providers shall provide certification of conformity for the processes performed and maintain appropriate process controls and validation as applicable. External Providers shall use approved sources when required by MWH, its customers, or applicable specifications.
- c) External Providers shall notify MWH of any changes to processes that may affect product conformity.

8. Calibration and Testing Requirements

- a) External Providers performing calibration or testing services shall provide calibration or test certificates and ensure that all measurements are traceable to national or international standards (such as NIST or equivalent). The standards used for calibration shall be identified.
- b) Calibration results shall include "as found" and "as left" condition, or equivalent terminology. External Providers shall notify MWH if equipment is found to be out of tolerance, damaged, or unable to be calibrated, and shall provide sufficient information to allow evaluation of the impact of such conditions.
- c) External Providers shall maintain appropriate records of calibration activities.

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d) Where applicable, calibration providers should maintain a recognized quality system such as ISO/IEC 17025 or equivalent.

9. Delivery

- a) External Providers shall deliver products and services in accordance with the requirements specified in the Purchase Order, including quantity and delivery date.
- b) For blanket orders, deliveries shall be made only in accordance with release schedules or instructions provided by MWH
- c) Delivery shall not be considered complete until the products or services have been received and accepted by MWH
- d) Products delivered in excess of the quantities specified in the Purchase Order may be rejected or returned at the discretion of MWH.
- e) External Providers shall notify MWH of any anticipated delays in delivery.

10. Supplier Performance

- a) External Providers are expected to meet all requirements defined in the Purchase Order and these Terms and Conditions, including quality and delivery performance.
- b) MWH monitors supplier performance through established evaluation methods, including supplier scorecards, where applicable. Performance may be evaluated based on product quality, on-time delivery, and responsiveness.
- c) External Providers may be required to respond to corrective action requests if performance does not meet expectations. Continued failure to meet requirements may result in increased monitoring, limitation of business, or removal from the Approved Supplier List.

11. Certificate of Conformance

- a) External Providers shall provide a Certificate of Conformance with each shipment when required by the Purchase Order. The certificate shall confirm that the product or service meets all applicable specifications and requirements.

12. Identification and Traceability

- a) External Providers shall ensure that products are properly identified and traceable to applicable specifications, lot numbers, or certifications, when required by the Purchase Order.

13. Packaging and Handling

- a) External Providers shall ensure that products are packaged, handled, and shipped in a manner that prevents damage, deterioration, or contamination during transit and storage.

14. Certification Status

- a) External Providers shall notify MWH of any changes to their quality management system certification status (e.g., ISO 9001, AS9100, NADCAP), where applicable.

15. Applicability of Requirements

- a) The applicability of these Terms and Conditions is determined based on the type of product or service provided

by the External Provider. Requirements identified within specific clauses shall apply only where relevant to the scope of work defined in the Purchase Order.

b) All External Providers shall comply with Section 1 (General). In addition:

- **Raw Material Suppliers shall comply with Sections 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 13, and 14.**
- **Processing Suppliers shall comply with Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, and 14.**
- **Calibration and Testing Suppliers shall comply with Sections 1, 2, 3, 8, 9, 10, 12, 13, and 14.**
- **General or Non-Product Suppliers shall comply with Sections 1 and 9.**

c) External Providers shall comply with any additional requirements specified in the Purchase Order.

d) In the event of any conflict or uncertainty, the requirements defined in the Purchase Order shall take precedence.

16. Final Statement

- a) External Providers are responsible for complying with all requirements applicable to their scope of work. Requirements not relevant to the scope of work shall not apply.