

MAIN & COMPANY

Purchase Order Terms and Conditions - effective 01/18/2023

1. Supplier accepts the Order and these Terms by; (i) written acceptance or acknowledgement, (ii) commencing performance, or (iii) acceptance of payment. Any additional or different terms proposed by Supplier are expressly rejected by Main & Company.
2. Unless otherwise agreed upon, 100% On-Time Delivery is expected iaw delivery date indicated on the purchase order.
3. Unless otherwise notified, it will be assumed that all material consigned to supplier by Main & Company will have been delivered in undamaged condition and that damaged parts returned to Main & Company will be the responsibility of the supplier. Further it is expected that all parts shall be handled with extreme care as to ensure that they are protected from damage at all times. For internal handling or when placing parts in packaging for transport (basket, cartons, etc.), ensure that parts do not impact other objects at any time during processing or will not contact one another during transit (either internal or external). Nicks, dings, tool marks, blemishes and other visual failures could result in rejection.
4. To be considered as approved by Main & Company, suppliers shall be certified, or planning to achieve certification, to an international quality management system, such as ISO/TS-16949, ISO-9001:2015 or AS9100D. Main & Company must also know your status with regard to ITAR registration. Supplier agrees to accepting DPAS rated orders and complying as necessary.
 - Conformity to the above quality standards must be evidenced by a third-party certification or a plan to achieve certification within the next calendar year.
 - Special Process suppliers shall hold Nadcap certification for processes ordered by Main & Co.
 - If required on P.O. issued by Main & Co., the first production shipment, part or component being sourced shall be accompanied by a complete First Article Inspection (FAI) layout identifying, if applicable, any dimensional non-conformances.
5. Once approved, the supplier shall notify Main & Company of any planned changes to the process or manufacturing site. Conditions requiring notification include, but are not limited to;
 - Change of material
 - New or modified production tooling
 - Production parts produced at a new facility
 - Product or process changes (internal or externally by sub-suppliers)
 - Change of raw material suppliers or sub-supplier for outside services (heat treat, plating, etc.)
 - Change in test/inspection methods (techniques)
 - Change and/or re-sequencing of aerospace NDT, special processes, or inspection operations.
6. Failure to contact Main & Company and obtain formal approval prior to implementing changes and shipment of product will result in responsibility for compensating Main & Company for all associated costs as a result of the unapproved change.
7. As required, vendors shall flow down and/or assure flow down of all applicable requirements, including customer and regulatory requirements to all levels of the supply chain.
8. If called for by the process specification, records of qualification of personnel will be provided with shipment (if required) or retained for review at any time. At all times, these records shall remain legible, readily identifiable and retrievable.
9. To prevent the purchase of counterfeit parts or suspect, unapproved products, to ensure product identification and traceability and for other reasons, Main and Company requires that suppliers shall provide adequate certification of conformance for all materials and processes specified on the purchase order or contract, for each shipment. Where available, these may be submitted electronically. Suppliers are responsible for all PO terms and conformity characteristics per the

PO/contract accepted, i.e., for tier 1 (direct) suppliers delivering a product which includes sub-contracted or special processes, all such processes shall be indicated on the direct supplier's certificate of conformance.

- General Certificates

A general certification of conformance, signed by the Quality Management Representative or designated company officer, shall be used for all parts and materials, unless otherwise indicated. For machined components; if the supplier also supplies the raw metallic material, a copy of the original mill certificate shall be provided (see Raw Material Certificates requirements below).

- Special Process Certificates

In addition to the general certification, an additional special process certification is required. The certificate of conformance will contain at a minimum:

- the process(s) performed
- the specification number
- specification revision level
- purchase order number
- part number
- lot size
- sample size
- applicable process specifications/controls
- applicable test results
- serial numbers where applicable to contract

If the job was processed using a required Nadcap accredited process, the supplier shall include a statement indicating the job was processed per their Nadcap accreditation on their certification of conformance.

- Raw Material (Mill) Certificates

Raw metallic materials (including forgings and castings) supplied shall include a copy of the original mill certificate or material test report (certification) from an accredited test lab and shall be clearly marked with, in all cases, the specification number and specification revision level per the supplied customer blueprint and the parent heat/lot number from the original mill run.

Raw material mill certifications may not be altered or have any markings other than check marks from verification of physical and chemical values and/or indication of inspection acceptance. Stamps may be applied by warehouses/distributors to add incidental information such as the purchase order, weight shipped, etc.

- Casting and forging suppliers shall also include the physical or mechanical properties with heat treat batch-lot numbers.

- When required by contract/PO, certification shall show that all materials comply with all Government requirements including country of origin and country where the material is melted.

- DFAR Preference for Domestic Specialty Metals

- Unless Otherwise Specified, DFARS Clause 252.225-7009 & 252.225-7016 applies to any order. ***Material certifications SHALL reflect compliance**.

10. To ensure product safety and conformity, the supplier must adhere and comply with all requirements for test, inspection, process verification, use of statistical techniques for product acceptance and recognition of key, critical and major characteristics, all of which will be specified on the purchase order. Expected adherence to requirements not stated on the P.O. but contained, by extension, within the applicable scope of the drawing or process specification is implied unless otherwise specified by PO/contract and shall be reflected in the supplied certification document.

11. If required by P.O., suppliers shall provide test specimens for purposes of inspection verification or auditing, problem solving investigations or other reasons as stated on P.O., to be supplied with shipment or retained for recall as needed.
12. The supplier shall retain quality performance records, including but not limited to control charts, FAI, inspection and test results. At a minimum, the supplier shall retain all records for a given part number for up to one year after production is discontinued and make them available for review as required. Disposition and destruction of old and outdated records shall be conducted in accordance with required regulatory requirements.
13. Supplier shall grant right of access to Main and Company, our customer and regulatory authorities to applicable areas of all facilities involved in this order and to all applicable records.
14. The supplier is required to comply with all applicable Federal, State and local laws and regulations pertaining to production and sale of Goods ordered. Further, the Supplier acknowledges and accepts full and sole responsibility for conducting commerce with Main & Company in an ethical manner that is appropriate for its business throughout the execution of this agreement.