

As a Supplier to Kremin Inc., you agree to comply with the additional terms and conditions listed below with respect to any product or services provided to Kremin, if any such product or service relates to medical devices and ISO13485 or any aviation, space, or defense application, project or any request for quote, purchase order or similar document issued by Kremin contains any reference to the AS9100 standards. The terms and conditions listed below are in addition to and are deemed to be an integral part of Kremin's standard terms and conditions.

NO PRODUCTS DELIVERED SHALL CONTAIN ROLLER PLATE OR FORGED BAR TITANIUM SOURCED FROM WESTERN TITANIUM INC. OR MACH II METALS AT ANY SUB-TIER LEVEL.

NO PRODUCTS DELIVERED SHALL BE SOURCED OR ORIGINATED FROM RUSSIA AT ANY SUB-TIER LEVEL.

By accepting this order, Seller certifies that at the time of award of this Purchase Order or Subcontract, the Seller, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government. The Seller, by accepting this order, declares it shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the award of this subcontract or the extension, continuation, renewal, amendment or modification of this subcontract. Where applicable, this order is subject to the provisions set forth in the following clauses:

DFAR 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting

DFAR 252.204-7009, Limitations on the Use and Disclosure of Third-Party Contractor Reported Cyber Information

DFAR 252.239-7009, Representation of Use of Cloud Computing

DFAR 252.239-7010, Cloud Computing Services

FAR 52.203-18, Prohibition in Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements

FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

1.) Quality System Requirements. "The supplier shall have a Quality Management System that conforms to the requirements of ISO 9000, AS9100 or shall consist of the following clauses as a minimum:

Control of Records

Management Review

Competence, Training and Awareness

Sub-Contractor/Supplier Certification and Management

Control of Monitoring and Measuring Equipment

Monitoring and Measurement of Customer Satisfaction

Internal Audits

Monitoring and Measurement of Quality Management System

Processes

Monitoring and Measurement of Product

Control of Non-conforming Product

Continual Improvement, Corrective Action, and Preventive Action"

2.) Flow down Requirements. The requirements flowed down in the purchase order shall also be flowed down to the supplier's sub-tier supplier(s) as applicable.

- 3) Calibration System. All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard.
- 4) Special Processes. Supplier shall provide certifications for all special processes and nondestructive test results performed with each shipment. The certificate shall identify the processor, process used, controlling specification & revision, and the results of test or measurement performed. Supplier used shall be a Kremin and/or Customer approved source for said Processes. These include operations subject to process controls such as: coating, joining, heat treating, cleaning, non-destructive test, etc. The Supplier shall be approved as per above to perform specific required Special Processes or use Special Process vendors acceptable to Kremin and Kremin's customer.
- 5) Workmanship Quality. Manufactured product shall be free from burrs, and sharp edges.
- 6) Control of Drawings & Specifications. The Supplier shall ensure that the drawings and specification are the relevant revision status specified on the Purchase Order. The Supplier shall comply with any special requirements requested by Kremin regarding the control of drawings and specification i.e., ITAR compliance.
- 7) Material Substitution. Unauthorized material substitutions are not permitted without Kremin's written consent.
- 8) Reporting Discrepancies. Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Supplier in respect of furnished drawings or engineering data will be brought to the attention of Kremin for resolution.
- 9) Quality/Inspection System. Supplier shall maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.
- 10) Changes in Process, Product, or Location. Supplier shall notify Kremin of intended or actual changes that may affect the quality of delivered goods and services. This includes: Changes to the Quality Management System, the Manufacturing Line, Facilities or Location, Processes, Natural Disasters, Component Sourcing, Production Processing, and including Sub-Tier Suppliers. Quality data and/or approved design data to be available in the English language.
- 11) Certificate of Conformance. Supplier's acceptance of Kremin's purchase order certifies that the materials and processes supplied under the purchase order shall be or have been controlled and inspected in accordance with Kremin's purchase order and they meet the specified order requirements, referenced specifications, and drawings. Supplier must provide a Certificate of Conformance for all orders and lots, verifying that all products and lots meet those requirements. All products and lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance.
- 12) Counterfeit Parts. The Supplier shall certify that only new and authentic materials are used in products or goods delivered to Kremin and that the products/goods delivered contain no Counterfeit Parts.
- 13) Foreign Object Debris/Damage. Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks
- 14) Nonconforming Products and Materials. Supplier shall obtain Kremin's prior written approval with respect to the disposition of any nonconforming products or materials supplied, that does not meet

engineering drawing or documents under contract or Purchase Order. In the event that nonconforming materials are present, and the materials are deemed acceptable or useable by the Supplier, it is still the responsibility of the Supplier to inform Kremin so that a determination can be made for the use of said materials.

Notice of Escapes (NOE) - If Supplier suspects (or is aware) that an undocumented nonconformance has been shipped to Purchaser, Supplier must notify the Procurement Representative of the condition in writing within three (3) business days of the discovery. Supplier must promptly notify Purchaser if Supplier becomes aware or reasonably suspects that any Product is, or contains a component that is, subject to a recall notice, warning alert, Government-Industry Data Exchange Program (GIDEP) Alert, or any other type of notification or concern regarding Product authenticity, quality, safety, process integrity, or specification compliance.

15) Supplier Corrective Action. Supplier shall, on request, provide statements of corrective action on nonconformities or failures of Supplier's goods or services.

16) Record Retention: Supplier record retention shall be 10 years. Documents, including previous revisions, shall be filed in a protected, retrievable manner. Previous revisions of documents shall not be present where work is being performed. After 10 years, documents must or may be disposed of by shredding or other permanent destructive manner, electronic data files and data media disks shall be erased and/or rendered unreadable. Before records are destroyed the supplier must contact Kremin for final disposition instructions of the records. Supplier records can include but are not limited to: Supplier manufacturing and inspection records, material certs, special process records, supplied drawings and specifications.

17) Packaging and Handling: As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration, and physical damage during shipment. Electrostatic sensitive product shall be pack in an ESD protective bag. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified.

18) Confidentiality: Suppliers shall hold all information received from Kremin in confidence and no third-party request for information will be authorized unless approved, in writing, by Kremin.

19) Surveillance: Kremin Inc. reserves the right of access to any and all facilities where work is being performed or is scheduled to be performed, including the facilities of sub-tier suppliers in order to perform item inspections, survey or system/ process surveillances as part of verification of conformance to the requirements flow down by Kremin and/or their customers. This right of access also to applies to our customers and also the U.S. Government.

Supplier is required to comply with AS9100D Clause 8.4.3, Information for External Providers, including the "awareness of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior."

If purchase orders contain rated and unrated quantities certified for national defense, emergency preparedness, and energy program use; you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700) only as it pertains to the rated quantities.

To the extent that the Registration Evaluation Authorization and Restriction of Chemicals Regulation (1907/2006) (REACH) applies to any Supplies being delivered.



8.2-9 Supplier Terms and Conditions

REV:	01.4
RLSE:	06/17/2021

SELLER SHALL COMPLY WITH ALL APPLICABLE UNITED STATES EXPORT CONTROL LAWS AND REGULATIONS, INCLUDING, BUT NOT LIMITED TO, THE REQUIREMENTS OF THE ARMS EXPORT CONTROL ACT, 22 U.S.C. 2751-2799AA-2, THE INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR), 22 C.F.R. 120 ET SEQ., THE EXPORT ADMINISTRATION ACT, 50 U.S.C. APP. 2401-2420, THE EXPORT ADMINISTRATION REGULATIONS, 15 C.F.R. 730-774, AND THE REGULATIONS OF THE OFFICE OF FOREIGN ASSETS CONTROL (31 C.F.R. PARTS 500-595). SELLER SHALL OBTAIN ALL REQUIRED EXPORT LICENSES AND AGREEMENTS NECESSARY TO PERFORM SELLER'S WORK, AS APPLICABLE.

SELLER SHALL COMPLY WITH ALL APPLICABLE UNITED STATES ANTI-BOYCOTT LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO, THE REQUIREMENTS OF THE EXPORT ADMINISTRATION REGULATIONS, 15 C.F.R. 760, AND THE INTERNAL REVENUE CODE, 26 U.S.C. 999, INCLUDING THE REQUIREMENTS ON REPORTING ANTI-BOYCOTT REQUESTS TO THE U.S. GOVERNMENT. SELLER SHALL PROVIDE TO THE CUSTOMER WITHIN 30 DAYS OF SUBMITTAL A COPY OF ANY ANTI-BOYCOTT REPORT MADE TO THE U.S. GOVERNMENT THAT INVOLVES THIS CONTRACT.

WITHOUT LIMITING THE FOREGOING, SELLER SHALL NOT TRANSFER ANY EXPORT-CONTROLLED ITEM, DATA OR SERVICES, TO INCLUDE TRANSFER TO A PERSON WHO IS NOT A "U.S. PERSON" AS DEFINED IN THE ITAR (22 C.F.R. 120.15), WITHOUT THE AUTHORITY OF A UNITED STATES GOVERNMENT EXPORT LICENSE, TECHNICAL ASSISTANCE AGREEMENT, OR OTHER AUTHORITY. THE RESTRICTIONS ON THE TRANSFER OF EXPORT CONTROLLED DATA APPLY EQUALLY TO DATA FURNISHED BY THE CUSTOMER AND TO ANY SUCH DATA INCORPORATED IN DOCUMENTS GENERATED BY SELLER. ADDITIONALLY, NO DISCLOSURE OF DATA FURNISHED BY THE CUSTOMER CAN BE MADE UNLESS AND UNTIL THE CUSTOMER HAS CONSIDERED THE REQUEST AND PROVIDED ITS WRITTEN APPROVAL THROUGH CONTRACTUALLY AUTHORIZED CHANNELS. SELLER WILL STRICTLY COMPLY WITH THE CONDITIONS IN ANY SUCH APPROVAL AND IN THE EXPORT LICENSE OR OTHER GOVERNMENT AUTHORIZATION FOR SUCH DISCLOSURE.

FURTHER, A UNITED STATES GOVERNMENT EXPORT LICENSE, EXPORT AGREEMENT, OR APPLICABLE LICENSE EXEMPTION OR EXCEPTION SHALL BE OBTAINED BY SELLER PRIOR TO THE TRANSFER OF ANY EXPORT-CONTROLLED ITEM, DATA OR SERVICES TO ANY U.S. PERSON THAT IS EMPLOYED BY ANY "FOREIGN PERSON" WITHIN THE MEANING OF 22 C.F.R. 120.16.

SELLER SHALL NOTIFY IN WRITING THE CUSTOMER PROCUREMENT REPRESENTATIVE IF ANY USE, SALE, IMPORT OR EXPORT BY THE CUSTOMER OF WORK TO BE DELIVERED UNDER THIS CONTRACT IS RESTRICTED BY ANY EXPORT CONTROL LAWS OR REGULATIONS APPLICABLE TO SELLER.

SELLER SHALL IMMEDIATELY NOTIFY IN WRITING THE CUSTOMER PROCUREMENT REPRESENTATIVE IF SELLER IS LISTED IN ANY DENIED PARTIES LIST OR IF SELLER'S EXPORT PRIVILEGES ARE OTHERWISE DENIED, SUSPENDED OR REVOKED IN WHOLE OR IN PART BY ANY GOVERNMENT ENTITY OR AGENCY.

IF THE TECHNICAL DATA REQUIRED TO PERFORM THIS CONTRACT IS SUBJECT TO THE UNITED STATES INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR), SELLER SHALL COMPLY WITH ALL EXPORT LICENSES, AND THE FOLLOWING:

I. THE TECHNICAL DATA SHALL BE USED ONLY IN PERFORMANCE OF WORK REQUIRED BY THIS CONTRACT; AND

II. THE DATA SHALL NOT BE DISCLOSED TO ANY NON-U.S., PERSON, INCLUDING LOWER-TIER SUBCONTRACTORS WITHIN THE SAME COUNTRY, UNLESS SAID PERSON IS EXPRESSLY AUTHORIZED PURSUANT TO AN EXPORT LICENSE OR EXPORT AGREEMENT. THE RESTRICTIONS ON THE DISCLOSURE OF EXPORT-CONTROLLED DATA APPLY TO BOTH DATA FURNISHED BY THE CUSTOMER AND TO ANY SUCH DATA INCORPORATED IN DOCUMENTS GENERATED BY SELLER; AND

III. ANY RIGHTS IN THE DATA MAY NOT BE ACQUIRED BY SELLER OR ANY OTHER NON-U.S. PERSON; AND

IV. SELLER SHALL RETURN, OR AT THE CUSTOMER'S DIRECTION, DESTROY ALL OF THE TECHNICAL DATA EXPORTED TO SELLER PURSUANT TO THIS CONTRACT UPON FULFILLMENT OF ITS TERMS; AND

V. UNLESS OTHERWISE EXPRESSLY DIRECTED BY THE CUSTOMER, SELLER SHALL DELIVER THE WORK ONLY TO THE CUSTOMER OR TO AN AGENCY OF THE U.S. GOVERNMENT.

RELEASE OF INFORMATION Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, shall be made by SELLER without the prior written approval of the Customer Procurement Representative.

Revision/Change History:

Rev	Date	Description of Change
01.3	9/7/2023	16) changed 7-10 years to 10 years, 14) added "NOE"
01.4	4/11/2024	Added note regarding no Russian products allowed, p1.