



## Vendor Terms & Conditions

**General Information:** This document establishes the quality provision guidelines for use in production of BTI, LLC orders. The vendor is responsible for complying with the general requirements outlined in this document and specific requirements identified in the purchase order.

**Product Acceptance:** Vendor shall only tender Goods to BTI, LLC that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order.

**Specifications:** BTI, LLC requires its vendors to supply product to the specific military/aerospace standards specified on its purchase orders and to the latest revision, unless otherwise documented and authorized.

**Right of Access:** BTI, LLC requires its vendors to provide right of access to both their facilities and records. BTI, LLC reserves this right for our customer and any other regulatory authorities.

**BTI, LLC Owned Materials:** If BTI, LLC provides fixture, measurement equipment, or material ("items"), it shall only be used for the purposes of the BTI, LLC Purchase Order. Vendor shall, upon discovery, provide notification to BTI, LLC if any Items are lost, damaged or destroyed.

**Nonconforming Materials:** Vendors will notify BTI, LLC of nonconforming processes, products, or services and obtain approval for their disposition. Vendors will also notify BTI, LLC when nonconforming product is detected after delivery. BTI, LLC may request a written report of the Vendor's investigations, conclusions, and corrective action plan to mitigate recurrence of nonconformance.

**Counterfeit Prevention:** Vendor represents that it shall not furnish "counterfeit goods" to Buyer, 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.

**Changes to process, product, service or location:** Vendors will notify BTI, LLC of changes in their product or process definition and where required obtain company approval. Written notification is required for any significant changes to Vendor's Quality Management System (QMS) on record at the time of approval, Certification Status, Management location or ownership.

**Record Retention:** All records that pertain to this PO must be kept at your facility for 7 years. After the contractual retention period, records may be deleted or securely disposed (e.g. incineration, maceration, pulping, or shredding).

**Sub-Contracting & Flows downs:** Subcontracting of any part of the Purchase Order by the vendor requires BTI, LLC written consent. Where appropriate vendors will flow down to the Sub-Vendors the applicable requirements including customer requirements.

In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Vendor shall perform all supply chain management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements stated in the Purchase Order. Vendor shall be solely and fully responsible for monitoring said vendors under all provisions of the applicable subcontracts, and for ensuring that each of its vendors complies with the requirements set forth herein.

Where critical processes, characteristics, or features are performed outside the Vendor's facility, the Vendor is responsible for ensuring Sub-Vendors have an adequate Quality Management System and flow-down of applicable material, processes and testing requirements as defined by BTI, LLC and/or their customer.

### **Products & Services for Aviation, Space, & Defense**

Vendors providing products and services to the Aviation, Space, and Defense industries will ensure that their team members are aware of:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

### **Information Security Practices**

If technical information is shared with the vendor, then this term applies.

In accordance with DFARS 252.204 7008 "Compliance with Safeguarding Covered Defense Information Controls" the National Institute Of Standards And Technology (NIST) special publication (SP) 800 171,"Protecting Controlled Unclassified Information In Nonfederal Information Systems And Organizations" security requirements apply.

Vendor shall indicate whether deviation from any of the security requirements are in effect during the



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performance of the purchase order by the vendor or contractors at any tier.

### **Conflict minerals**

If the vendor is providing goods to buyer under this purchase order, the vendor shall use commercially reasonable efforts to:

- (a) Identify whether such goods contain tantalum, tin, tungsten or gold;
- (b) conduct a reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries, as defined in section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act; and
- (c) conduct due diligence on the chain of custody of the source of any minerals originating in Covered countries to identify the smelter of said minerals; and
- (d) assist buyer in conducting reasonable due diligence concerning the smelters of such minerals. Vendor shall include the substance of this section conflict minerals in any agreement between the vendor and its lower tier suppliers.

### **DPAS Rating**

If a DPAS rating is shown on the face or any line of this purchase order, then: this is a "DPAS rated" order certified for national defense use, and you are required to follow all the provisions of the defense priorities and allocations system regulation (15 CFR 700 ETSEQ.). All "DPAS rated" orders must be accepted or rejected as follows:

- (a) "do" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt.
- (b) "dx" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt.
- (c) rejection of "do" or "dx" orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection.
- (d) if, after acceptance of this order, vendor subsequently finds that shipment or performance will be delayed, vendor must notify the buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise of a new shipment or performance date.

If both DPAS rated and unrated PO quantities are reflected in this order, you are only required to follow the DPAS regulation as it pertains to the DPAS rated quantities.