

Smith Bros. Tool Purchase Orders Terms & Conditions

The following terms apply as indicated on the face of the Purchase Order. If you cannot meet any applicable term(s), notify the responsible Smith Bros. Tool Buyer immediately. Any exception to any of the Purchase Order clauses must be approved, in writing, and signed by the responsible Buyer and/or Quality Manager.

- Q1 Smith Bros. Tool Right of Inspection:** Smith Bros Tool reserves the right to inspect any or all materials included in this order at the vendor's plant.
- Q2 Smith Bros. Tool Source Inspection:** Smith Bros Tool Inspection is required @ sellers facility. Evidence of such Inspection will be Indicated on the shipping report, process certification, or fabrication order accompanying each shipment. Seller will notify Smith Bros. Tool Quality Assurance Department @ least Five days prior to processing or manufacturing so that appropriate planning for Smith Bros. Tool Source Inspection can be accomplished.
- Note: Seller shall provide a copy of the purchase contract to the Buyers Quality Representative serving their plant upon request.
- Q3 Smith Bros. Tool Work Surveillance:** Work under this Purchase Order is subject to Smith Bros. Tool's surveillance at Vendor's location. Smith Bros. Tool's QA Representative may elect to conduct Inspection on a surveillance basis, or perform 100% Inspection. Vendor will be notified by Smith Bros. Tool if Inspection or surveillance is to be performed on specific shipments. No shipments are to be held for Smith Bros. Tool Inspection unless notification, in writing, is received prior to the scheduled ship date.
- Q4 Government Source Inspection:** Government Inspection is required prior to shipment from vendor's plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant, so that appropriate planning for Government Inspection may be accomplished. The vendor shall furnish the Government / Representative with all drawings and specifications necessary for Inspection. In the event the Government Representative cannot be located, the Smith Bros. Tool Buyer shall be notified immediately. **NOTE:** Government Source Inspection does not relieve the vendor of the responsibility for the product meeting all applicable Drawing/ Specification requirements.
- **Note:** Seller will provide evidence Of Government Inspection on their shipping report accompanying each shipment.
- Q5 Government Inspection:** During performance on this contract ,your quality control or Inspection system & manufacturing process are subject to review, verification, & analysis by authorized Government representative. Government source Inspection or release of product prior to shipment is not required, unless notification, in writing, is received prior to the scheduled ship date.
- Q6 Smith Bros. Tool Customer Source Inspection:** During performance on this contract ,your quality control or Inspection system & manufacturing process are subject to review, verification, & analysis by authorized customer representative. Smith Bros. Tool Customer Source Inspection or release of product prior to shipment is not required, unless notification, in writing, is received prior to the scheduled ship date.
- Q7 Smith Bros. Tool Customer Source Inspection:** Smith Bros. Tool Customer Source Inspection is required prior to shipment from vendor's plant. Upon receipt of this order, promptly notify Smith Bros. Tool QA department so that appropriate planning for Smith Bros. Tool Customer Source Inspection may be accomplished. The vendor shall furnish the Representative with all drawings and specifications necessary for Inspection.
-**Note:** Seller will provide evidence Of Smith Bros. Tool Customer Source Inspection on their shipping report accompanying shipment.
- Q8 First Article Inspection:** Smith Bros. Tool Quality reserves the right to perform a Source First Article Inspection. The vendor shall notify the Buyer 72 hours in advance that the article/item is ready for Inspection. Evidence of such Inspection will be indicated on the shipping report, process certification, or Inspection document accompanying each shipment.
- Q9 General Compliance:** By the acceptance of this Purchase Order, Seller agrees that materials/items and/or finished parts shall be controlled, Inspected and tested in compliance with, and will meet all specified Purchase Order requirements drawing/ specifications, and that applicable records are on file for at least five (5) years, unless otherwise specified, subject to Smith Bros. Tool or Smith Bros. Tool's Customer examination. After 5 years or as stipulated by contract, dispose of records per your process.
- Q10 Specific Compliance:** The vendor shall furnish a Certificate of Compliance (C of C), signed by an official representative for the vendor. Materials, Processes, Services and/or furnished items, in accordance with the instructions, drawings/specifications furnished with the Purchase Order shall have signed Certification included with the Packing Slip in the form of a C of C. Each C of C shall identify the Purchase Order Number, Part Number, revision, Serial Number, if applicable, Specification, Drawing, and lot/batch number as applicable to the content of the Purchase Order. Inspection and Test data shall be maintained for five (5) years, unless otherwise specified, and is subject to Smith Bros. Tool or Smith Bros. Tool's Customer examination. The C of C must state the name of the manufacturer when ordered from a distributor, and shall accompany each shipment.
- Q11 Inspection/Test Data:** One (2) copy of actual Inspection/Test Data shall accompany each shipment.
- Q12 Corrective Action:** Seller shall, on request, on forms designated by Buyer, provide statements of Corrective Action on failures of seller's hardware. Corrective Action statements, @ buyer option, may require approval signature by Buyer Quality & Government Quality representatives. All rejected articles resubmitted by seller to Buyer shall bear adequate identification including reference to Buyer's rejection document.
- Q13 Dimensional Data:** The vendor shall submit Recorded Dimensional findings with each shipment. Vendors Inspection Equipment shall be Calibrated and be traceable to the NIST. Copy of the calibration certificate is to be provided to Smith Bros. Tool with the certification records.
- Q14 Workmanship:** All items on this order shall be fabricated, processed, protected and finished in such a manner as to be uniform in quality and appearance and be free of defects that will affect form, fit, function, life, safety or serviceability.
- Q15 Manufacturing & Inspection Control Plan:** Seller will submit a manufacturing & Inspection control plan for Smith Bros. Tool approval. when requested as a minimum, the plan will delineate the sequence of manufacturing operations to be performed, the type of each Inspection specified, & , if applicable, the specifications that define each Inspection requirement. This plan will be submitted to Smith Bros. Tool.

- Q16 First Piece Inspection:** The vendor shall submit a First Piece sample item for dimensional and/or functional approval prior to producing production items. The vendor shall notify Smith Bros. Tool Buyer when the item is ready for approval examination. Smith Bros. Tool may choose to perform examination at vendor's facility or may require vendor to ship sample part(s) to Smith Bros Tool for examination. Notification of place of examination, in either case, will be made in writing by Smith Bros. Tool
- Q17 Traceability/Records:** The vendor shall retain records as a means of objective evidence of the quality of items supplied (manufactured, fabricated, assembly, Inspection, Test, Special Processes, etc..) for a minimum of five (5) years, or as otherwise indicated on the Purchase Order. All records shall be maintained in a manner to prevent deterioration. Records shall be subject to examination by Smith Bros. Tool or Smith Bros. Tool Customer, copies of these records shall also be available upon request. Once the required retention time has passed all records shall be shredded and disposed of.
- Q18 Age Control :** The vendor shall include the material type, condition, lot or batch number, specifications, Manufacturer, date of Manufacture, and shelf life expiration date, on all perishable/shelf life material Certifications. The vendor shall supply the Hazardous Material Identification System (HMIS), the Manufacturing Data Sheets, when applicable, and the Material Safety Data Sheets (MSDS) with the material, as required.
- Q19 Dealers and Distributors:** The vendor must supply Manufacturers Certification with each shipment.
- Q20 Material Test Reports:** The vendor shall submit a copy of the Chemical and Physical Test Report with actual Test Data for the materials shipped under this order. Seller will mark each individual item and applicable document, test report, shipping report, & certification to show clear trace ability to lot, heat lot, or batch number. Unless otherwise directed by purchase order or the specification, when the size of the item does not permit marking of individual items, Seller will label each package or box furnished.
- Q21 Retained Data:** Physical and Chemical Test Data of raw materials used in the fabrication of articles on this order shall be retained on file by the supplier for a period of five (5) years, or as specified on the PO and are subject to Smith Bros. Tool or Smith Bros. Tool Customer examination, and a copy furnished upon request.
- Q22 X-Ray Inspection:** When X-Ray Inspection is required, the X-Ray number shall be marked on the material when so required by specifications. X-Ray photographs identifying part and position shall be maintained by the vendor, and submitted to Smith Bros. Tool upon request. An X-Ray Inspection report shall be submitted with each shipment.
- Q23 Lot Control:** Lot identification number(s) shall be supplied with material/items, Inspection Records/Data traceable to the lot number identification, shall be available upon Smith Bros. Tool request.
- Q24 SPC:** SPC requirements including SPC Data is required on this order.
- Q25 Configuration Control:** The vendor shall supply the revision(s) specified on this Purchase Order, unless a change is authorized, in writing, by Smith Bros. Tool Buyer prior to shipment.
- Q26 Casting Information:** All Castings on this order shall be identified by a permanent casting number, part number and configuration, or by a method that will give complete traceability of mold used in fabrication. Physical and Chemical Test Data of raw materials furnished on castings produced on this order shall denote the applicable heat number, batch or lot number, date of manufacturer, and shall be furnished with each shipment.
- Q27 Packaging:** Packaging materials shall not have a harmful effect on items shipped on this order. Packaging, unless otherwise specified, shall be performed to completely protect items from damage or deterioration during shipments
- Q28 Sub-Contracting of this Purchase Order:** Sub-Contracting of this Purchase Order other than original release to, is prohibited without prior written authorization from Smith Bros. Tool purchasing Buyer and Smith Bros. Tool's QA Department.
- Q29 Process Control:** The vendor shall maintain control and approval of all Manufacturing (e.g. welding, soldering, plating, painting, etc..) and inspection/Test, used in the performance of this order. The vendor shall maintain objective evidence of process qualification in accordance with applicable specifications. The approval status shall be subject to review and approval/disapproval by Smith Bros. Tool or Smith Bros. Tool Customer.
- Q30 Over/Under Shipments:** No Over/Under shipments are allowed on this order without prior written authorization from Smith Bros. Tool purchasing department.
- Q31 Calibration Control:** The vendor shall control the Calibration of all Measuring and Test Equipment (M &TE) against Certified Measurement Standards, traceable to the NIST. The Calibration Control System shall conform to specification MIL-STD-45662 "Calibration System Requirements" or equivalent.
- Q32 Sellers Compliance With AS9100 or ISO 9001: or other applicable recognized standards.** Seller will comply with AS9100 REV D or ISO 9001:2015, Inspection System Requirements or equivalent. Seller is required to be on Smith Bros. Tool approved supplier listing. The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However Smith Bros. Tool does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without Smith Bros. Tool consent.

- Q33 Notification of Non-Conforming Product:** Seller shall notify Smith Bros. Tool immediately after discovering non-conforming product. At this time Smith Bros. Tool will determine the disposition of the product, if the disposition is use-as-is the non-conforming material should be tagged and inspection data describing the non-conformance should accompany the product.
- Q34 Counterfeit Parts Prevention:** To Prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons) Smith Bros. Tool will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on Smith Bros. Tool's Purchase Order or may otherwise be communicated to the supplier.
- Q35 Product Flow Down:** Purchasing, quality and engineering requirements are flowed down to suppliers along with key characteristics. Proper documentation shall be accessible to Smith Bros. Tool at their request. Supplier is required to be aware of their contribution to the conformity of product or service that is being contracted with Smith Bros. Tool, their contribution to product safety and the importance of ethical behavior always.
- Q36 Customer Approved Sources:** Seller is required to use Customer Approved Special Process Sources. The purchase order issued by Smith Bros. Tool will be accompanied by a list of Customer Approved Special Process Sources. The processes, which require the use of these sources, will be identified on the purchase order
- Q37 Smith Bros. Tool expects and encourages that all efforts on your part to act in an ethical manner, in full compliance with all applicable laws, regulations and industry standards, including the following, but not limited to:**
- Integrity with respect to our customers, suppliers, communities and supplier employees.
 - Avoiding conduct or activity that may raise questions as to the supplier's honesty, impartiality, and reputation.
 - A commitment not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - A commitment to treat others with respect and refraining from any type of harassment, including sexual harassment.
 - Avoidance of any activity that might create a conflict of interest.
 - Follow all relevant guidelines.