

Supplier Terms and Conditions

The following Supplier Terms & Conditions apply to all Suppliers as well as all Purchase Orders.

1. RIGHT OF ENTRY

The Supplier agrees to allow Trojan Lithograph Corporation and its customer or customer's representative access for the purpose of Quality system validation and the validation of products and processes. Supplier agrees to provide, without additional cost, sufficient access to personnel, equipment and facilities to support Trojan Lithograph Corporation's objective. No audit, meeting or on- site visit will relieve the need for the Supplier to provide product that meets the specifications of Trojan Lithograph Corporation purchase orders and supporting documents.

2. PROCUREMENT BY THE SUPPLIER

The Supplier's Quality System shall assure that product and services purchased from sub-tier suppliers conform to Trojan Lithograph Corporation supplied specifications and requirements including the flow down of those requirements to the sub-tier suppliers as applicable. This includes the Terms & Conditions as well as the Quality Assurance Requirements as noted on the Purchase Order.

3. ENGLISH LANGUAGE

All submitted documents will be in English.

4. CONFIGURATION AND CHANGE MANAGEMENT

Supplier may not vary from specifications supplied or referenced on the Purchase Order without prior approval from Trojan Lithograph Corporation. The Supplier's quality system shall assure that all processes conform to specifications and requirements. It will remain the Supplier's responsibility to assure conformance when processes are performed outside of the Supplier's facility. For processes that Government specifications apply, the Supplier agrees to follow all requirements regarding certifications or approval by Government agencies. The Supplier shall provide necessary controls to ensure that specifications that are not verifiable are adequately controlled. Supplier is not authorized to deviate from any process unless Trojan Lithograph Corporation approval is obtained. Process controls shall be in place to monitor and provide continuous improvements for processes. Process data will be made available to Trojan Lithograph Corporation upon request.

Supplier will implement and maintain a configuration management process to ensure:

- Product is manufactured to specifications on the Purchase Order.
- Configuration of the product is clearly documented.
- Product configuration history is maintained.

Trojan Lithograph Corporation must be notified if there are changes to the following:

- The Quality System change is registration status, ownership of the company, or key personnel changes.
- Workmanship standards and special processes.
- Calibration systems and processes for all ISO/IEC 17025 Registered Calibration or Test Laboratories where applicable.
- Manufacturing process changes from the previous approved lots or a change in manufacturing location.

5. TROJAN LITHOGRAPH CORPORATION PROVIDED EQUIPMENT

Any equipment owned by Trojan Lithograph Corporation or its customers shall be returned to Trojan Lithograph Corporation prior to its calibration due date for calibration purposes (unless otherwise specified). The equipment shall be stored, maintained, and tracked by supplier so that all such equipment can be located. Supplier will notify Trojan Lithograph Corporation upon discovery of worn or damaged equipment. Supplier assumes all liability for damaged equipment and replacement costs.

6. MATERIAL REVIEW BOARD (MRB)

- A. Trojan Lithograph Corporation shall retain all MRB authority on product. The Supplier is not authorized to disposition any material placed on hold as "repair" or "use as is". The supplier must obtain a signed waiver from Trojan Lithograph Corporation that contains the disposition prior to release of material or product to Trojan Lithograph Corporation. A copy of the pertaining waiver must accompany each lot shipped. Supplier is authorized to issue a disposition of SCRAP where Supplier is accepting all costs associated with the disposition as their own and the material shall be destroyed physically before exiting the supplier's premises.
- B. Upon discovery of a non-conformance where Trojan Lithograph Corporation received non-conforming product/materials, the supplier shall notify Trojan Lithograph Corporation within 24 hours if the escape may result in a safety, quality or reliability issue. The notification shall include lot code, Trojan Lithograph Corporation PO number, quantity of escaped product, and a detailed description of the failure mode.



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7. CORRECTIVE ACTION (CA)

The Supplier's Quality System shall detect non conformances, contain suspect product, require root cause investigation when a non-conformance occurs, put in place effective corrective actions, and require objective evidence.

Records of CA's and objective evidence such as data on non-conformances, dispositions, training logs, process modifications, etc. shall be maintained for 5 years and available on request. Trojan Lithograph Corporation requires prompt response to Supplier Corrective Action Requests (SCARs). All responses should include an understanding of the non-conformance, Work in Process (WIP) and in transit information, and an immediate short-term counter measure. Long term solutions can follow at a later date.

8. SHELF LIFE CONTROL

The supplier shall implement and maintain a process for control of items that have a shelf life. The process shall identify and control the use of such items and keep expired items from being used in production.

9. COUNTERFEIT PREVENTION

The seller shall ensure that only new and authentic materials are used in production delivered to Trojan Lithograph Corporation. The seller may only purchase parts directly from Original Component Manufacturers (OCMs), OCM franchised distributors, or authorized aftermarket manufacturers. Use of product that was not provided by these sources is not authorized unless first approved in writing by Trojan Lithograph Corporation. The Supplier shall have a documented process for control of counterfeit material as part of the Supplier's Quality Management System (QMS).

10. SAFETY DATA SHEET (SDS)

The Supplier shall provide Trojan Lithograph Corporation with a current SDS to meet the requirements of Occupational Safety and Health Administration's (OSHA) hazard Communication Standard (29 CFR 1910.1200). The SDS shall be submitted when an initial shipment of product is made. The supplier will provide updates to the SDS when there is a change in formulation of the material which is modified from what was previously supplied. The submitted SDS shall be dated and include the name of the preparer. In the event that the Supplier's point of contact is different than the preparer, that individual shall also be named in the SDS.

11. RECORD RETENTION

Supplier shall maintain records that relate to Trojan Lithograph Corporation product for a period of 5 years from the date of final shipment. When this period has expired, Supplier shall allow Trojan Lithograph Corporation the opportunity to acquire the records before disposing of them. Upon request, Supplier shall deliver requested records to Trojan Lithograph Corporation at no additional cost on media agreed to by both parties. Records must be in permanent ink and any corrections signed and dated. No correction fluids, tapes or other correction media are allowed.

12. CALIBRATION REQUIREMENTS

Supplier tools and measuring equipment used for the acceptance of products that require calibration, including calibration services provided to Trojan Lithograph Corporation, must be calibrated using one of the following specifications:

- NCSL Z540.3
- Traceable to NIST Standards
- ISO/IEC 17025 Latest Edition
- ISO 10012 Metrology Guideline Latest Edition.

Supplier shall notify Trojan Lithograph Corporation immediately if equipment used for product acceptance is found to be out of tolerance. The notification will consist with identification of product that was tested using out of tolerance equipment. The supplier will coordinate with Trojan Lithograph Corporation and bear the cost for retesting all such products.

13. PART AND MATERIAL OBSOLESCENCE

Trojan Lithograph Corporation shall be notified by Supplier for any obsolescence occurring for product on open orders or that have been ordered in the last 12 months. The Supplier will send the notification as soon as the obsolescence is known and at least 6 months prior to the end of life order date of the product.

14. SPECIAL PROCESSING

The Seller and its sub-tier suppliers shall utilize only special process sources approved by NADCAP for Buyer build-to-print parts. Trojan Lithograph Corporation reserves the right to approve or deny any sources for special processes.

15. FSSC 22000, FSC AND SFI REQUIREMENTS

When FSSC 22000, Forest Stewardship Council[®] FSC[®], or Sustainable Forestry Initiative SFI[®], apply, the supplier will comply with Trojan Lithograph's outsourcing agreements, PO requirements and requirements under these standards herein. Trojan Lithograph Corporation reserves the right to approve or deny any sources where these apply.



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16. PACKAGING

Packaging shall adhere to all requirements on PO and specifications referenced on PO's. All materials shall be wrapped and/or bagged and enclosed in cartons, boxes, or other containers which will provide protection from contamination and physical damage.

Reworked parts shall be separated and clearly identified from new parts.

Each shipment shall be identified and packaged by part number and PO.

Non serialized parts with differing lot codes must be packaged, quantified, and identified separately.

All other materials with differing PO's shall be packaged and identified separately.

17. INSPECTION AND TEST

The Supplier shall provide and maintain measurement and test equipment to assure all material conforms to Trojan Lithograph Corporation's requirements. The Supplier will perform measurements and tests prior to submission to Trojan Lithograph Corporation or prior to delivery as required by PO. Requirements that cannot be inspected or tested at the end of production must be performed where applicable and accessible in the process.

Final inspection of product shall be at 100 percent inspection or on a sampling plan approved by Trojan Lithograph Corporation. A copy of the Test Data record which verifies acceptance shall be submitted with the shipment of each lot. A copy of the Inspection Data record which verifies acceptance shall be submitted with the shipment of each lot.

WHEN NOTED SPECIFICALLY ON THE PURCHASE ORDER THE FOLLOWING QAR (QUALITY ASSURANCE REQUIREMENTS) APPLY IN ADDITION TO THE TERMS & <u>CONDITIONS</u>

QAR #1 CERTIFICATE OF CONFORMANCE (C of C)

All shipments must contain a C of C package that contains the following:

- Conformance Statement including signature or printed name of authorized representative and date certified.
- Name of the Supplier and Manufacturer (when different from Supplier)
- Purchase Order (PO) Number and Drawing and/or Parts List number and revision (where applicable).
- Lot, batch, OR date code. If more than one date/lot code is to be received, then all must be included.
- Applicable specifications to product.
- Date of manufacture or expiration information for product with shelf life (where applicable)
- The C of C must also include raw material identification, special process lot, heat lot, or melt lot that the product was fabricated.
- Country of Origin must be clearly stated for all DFARs Required or identified materials.
- Raw material certification shall be made available for Trojan Lithograph Corporation or its customers upon request.
- Sub Tier Suppliers shall be able to provide Certificates of Conformance in line with these requirements upon request or when required on Trojan Lithograph Corporation PO.
- Test Reports bearing evidence of the specifications requirements as directed in the purchase order.

QAR #2 QUALITY SYSTEM

The Supplier is required to maintain a Quality System that complies with one or more of the following based on the type of service or products being supplied:

- Quality System Reviewed and Approved by "Onsite Audits" conducted by Trojan Lithograph in accordance with a recognized Quality System Standard or Trojan Lithograph Supplier Questionnaire.
- Registered ISO 9001 Latest Edition
- Registered AS 9100 Latest Edition
- Registered ISO 13485 Latest Edition
- Registered ISO/IEC 17025 Latest Edition for Test & Calibration Services.
- NADCAP Special Process QMS Latest Edition

QAR # 3 SOURCE INSPECTION

When product requires Trojan Lithograph Corporation representative to inspect product at the Supplier facility. The supplier is to provide 5 working day notice to Trojan Lithograph Corporation. Trojan Lithograph Corporation Inspector stamp or signature must appear on the shipping documents and C of C.

End of Document

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PROCESS OWNER: Purchasing Manager