

Integral Products, Inc.

Terms & Conditions

01. **QUALITY SYSTEM:** The supplier shall implement a Quality System that is acceptable to Integral Products, Inc. The supplier's quality system shall be compliant to recognized third-party or an equivalent system. Third-party approval is preferred but not required. This shall include insuring employees are aware of their contribution to product or service conformity, contribution to product safety and the importance of ethical behavior.
02. **CHANGES:** The seller shall notify the buyer of any proposed changes in design fabrication methods or processes previously approved by the buyer and/or buyer's customer and obtain written approval of the changes from the buyer and/or buyer's customer. Changed articles shall be clearly identified and in a different manner from previous articles. When a proprietary item is procured by the buyer, the seller shall notify the buyer of changes. Supplier is to notify Integral Products of changes to product, processes, suppliers, and facilities.
03. **SELLER QUALITY RECORDS:** The seller shall maintain suitable planning, process, inspection, test records etc. to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to the product involved. These records shall be retained a minimum of (10) years after final payment or as specified elsewhere in the purchase order. See requirements stated elsewhere in this order, for specific records to be forwarded to the buyer.
04. **BUYER QUALITY ASSURANCE:** The buyer and its customers reserve the right to perform inspections and tests on all articles, materials, or services at all times and places. The buyer and its customers also reserve the "right of entry" which shall allow the supplier, customer, or regulatory agency to determine and verify the quality of work, records, and materials at any place, including the plant of the subcontractor.
05. **FLOW-DOWN REQUIREMENTS:** The Supplier is required to comply with ITAR regulations and flow down to its' Suppliers, all requirements listed within the buyer's Purchase Order including where applicable, key characteristics and ITAR regulations. ITAR requirements can be found at: <https://www.pmddtc.state.gov>. Supplier shall comply with Cyber Security per, DFARS 252.204-7012, NIST 800-171, CMMC 2.0. A counterfeit Prevention Program shall be in place, GIDEP membership and reporting may be required.
06. **DEFENSE PRIORITY ALLOCATION SYTEM:** When a priority rating is noted on the purchase order, 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 Allocation System regulation (15 CFR 700). This includes providing written notice of acceptance or rejection of this order and flow-down to lower-tier suppliers. Written acceptance/rejection: DO rated is 15 business days after receipt of order, DX rated is 10 business days after receipt. Note: Integral Products purchase orders are considered to be "DO-A1" rated unless otherwise stated within the purchase order.
07. **CERTIFICATE OF CONFORMANCE:** The Supplier will provide a Certificate of Conformance (C of C) assuring that all work performed for this purchase order, conforms to requirements therein. The C of C may be a separate document or included on the packing list. The supplier's Quality management or designee must sign and/or stamp this document. The Certificate of Conformance shall also include Manufacture Name, Product Identification, Lot/ Batch number, Manufacture Date (DOM), Shelf Life or Expiration Date (DOE). Specifications may require additional information.
08. **PACKAGING AND IDENTIFICATION:** Supplier shall maintain good housekeeping program that precludes the introduction of foreign objects (FOD) into any deliverable item. Items shipped shall be wrapped so to avoid any damage during transportation. The outside of the shipping container shall contain the following information: Integral Products, Inc. Purchase Order number, Supplier name, Product, Lot number and any additional information called out by the applicable standards.
09. **AGE CONTROL AND LIMITED LIFE PRODUCTS:** Supplier shall provide original manufacturing/cure date, and lot number(s) and the expiration date (if indefinite or unlimited, so state). The supplier shall identify the shelf life expiration date on the deliverable product or the unit packaging according to the applicable standard. Materials must have at least 85% usable shelf life remaining at time of receipt or as specified on the Purchase order. All materials with less then the minimum required shelf life are not to be shipped unless approved by Integral Products, Inc.
10. **NON-CONFORMING ARTICLES OR MATERIALS:** Do not send non-conforming materials to Integral Products. When non-conformance is found at the buyer's facility, a sufficient amount of time is offered to the supplier for correction. If the supplier cannot obtain compliance within the allotted time frame, an NCR is generated and a request for Corrective action may be sent to the supplier. Also, any non-conforming articles and materials returned by the buyer and subsequently resubmitted by the seller shall include evidence that the cause for non-conformance has been corrected and actions taken to preclude recurrence. All such conditions may cause a delay in payment of supplier's invoice.
- 11(a) **INSPECTION AND TEST CHARACTERISTICS:** Seller shall inspect and/or test as applicable, all characteristics defined by the purchase order, applicable drawing specifications, pertinent to the work that the seller is responsible for performing.
- 11(b) **CALIBRATION SYSTEM:** The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO 10012 or ANSI Z540-1 or ISO 17025.
12. **M R B:** Material review board Authority is not granted unless written consent from Integral Products is provided.
13. **FIRST ARTICLE:** The supplier shall perform and document a complete First Article Inspection (FAI) including 100% of P.O., Drawing or specification requirements. One copy of supplier FAI will be furnished to Integral Products, Inc. prior to the continuation of production and along with the first shipment for this PO/contract. AS9102 FAI form is preferred.
14. **GOVERNMENT SOURCE:** Government Source Inspection is required at supplier facility prior to shipment. Supplier shall contact Integral Products, Inc., and applicable Government Representative to arrange for Government acceptance prior to shipment form supplier facility.