

**Vendor Terms and Conditions**

As a vendor of Centerline Manufacturing Ltd (CML), it is understood that your organization agrees to meet the following stipulations that support our AS9100 standards and business requirements whenever CML Purchase Order (P.O.) specify that the order is for an aerospace application and or job (or contains some similar Aerospace AS9100 reference). These requirements are, therefore, to be considered terms and conditions to all Aerospace purchases. Any changes to these terms and conditions will be stated on the Purchase Order (P.O.).

1. Where required, the vendor must use CML’s customer-approved special process sources. If necessary, vendors of CML can contact our buyers to identify approved sources.
2. Vendor shall contact CML via phone call and/or email in the event of nonconforming product/material or services. All deviations from drawing/specification requirements are to be referred to our Purchasing Department. Approval of the disposition of the nonconforming product/material/services shall be authorized by CML’s Quality Manager before delivery.
3. CML, their customers, and regulatory authorities retain the right of access to all vendors’ facilities involved in the aerospace order and to all applicable records.
4. CML shall ensure to flow-down all applicable customer requirements, regulatory and AS9100 requirements to the vendor, this includes purchasing documents, key characteristics (e.g. specification, drawing, process, method, etc.). Vendor must conform on CML’s given requirements. However, CML does not allow its aerospace vendors to subcontract any product or process or conduct of service to sub-tier vendors without written notification and consent.
5. If CML allowed the vendor to subcontract any product or process, vendor must flow-down to sub-tier vendors all applicable CML Purchaser’s requirement, regulatory and AS9100 standards requirements to include in the vendors purchasing documents as required.
6. CML performs inspection activities to ensure that purchased product meets production requirements. This may include:
  - a. Receiving inspections (of vendors’ products/services/documents) performed by a designated employee. CML verifies the authenticity of the products/services by certificate of conformity, material certificate, etc., and other accompanying documentation by review and comparison (as is appropriate) to the drawing

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and/or industry specifications or by other means. When necessary, CML may inspect or audit at the vendor's facility.

- b. Product inspections performed by a designated employee to ensure the vendor meets the requirements (dimensions, etc.) and that the results are recorded (as appropriate). The vendor is responsible & liable for the LOT and/or HEAT LOT integrity. All special processes and/or surface treatment (plating, anodizing, heat treatment, etc.) where the compliance cannot be verified by inspections will require a Certificate of Conformity.
7. When appropriate, CML may delegate the final inspection authority to one of its approved vendors. CML will communicate the inspection requirements (including approved monitoring, dimensions, measurement, equipment, and methods/process) and CML will maintain a record of those approved vendors to carry out such inspections.
  8. When CML or its customer intends to perform verification at the vendor's premises, CML will first state the intended verification arrangements and the method of product release or service commencement/completion. This information will be communicated on the CML Purchase Order or via another acceptable purchasing arrangement.
  9. The CML's customer or customer's representative will be afforded the right to verify at the vendor's premises that the subcontracted product conforms to specified requirements. Verification by the customer is not used by CML as evidence of effective control of quality by the vendor and shall not absolve CML or its vendor of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
  10. Prevention of Counterfeit product/services, Vendors shall provide Material Certificates/Mill Certificates, Certificates of Conformity, and /or other supporting documentation to ensure product safety, identification, and traceability. Service providers shall provide documentation of process capability and traceability to recognized standards. These requirements may be specified on CML's Purchase Order or may otherwise be communicated to the vendor.
  11. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirements and should otherwise be kept confidential.
  12. CML requires all documents, records, and quality reports (e.g. certificate of conformance, test reports, mill certificates) must be retained for 40 years from the time of processing. The disposal method for electronic copies is to permanently delete the file and hard copies must be shredded and shall request the approval of the CML before disposal.

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13. CML requires specific actions where timely and/or effective corrective actions to a vendor issue/s are not achieved. The vendor must submit on time the CAR, (Findings with Major NC submission is Max. 3 working days and Findings with Minor NC, submission is Max. 1 week). These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the vendor from CML's Approved Vendor List, and legal actions.

| Revision Level | Date     | Description of Revision | Approval   |
|----------------|----------|-------------------------|------------|
| 00             | 11/17/20 | Initial Release         | Tim Rueter |

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