



## Purchase Order Terms and Conditions/Quality Clauses

THE FOLLOWING <b>GENERAL TERMS AND CONDITIONS</b> (GTC) APPLY TO ALL FJM PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC FJM QUALITY REQUIREMENTS (FJMQR) CLAUSES APPLY WHEN NOTED ON THE PO.	
GTC	<b>RIGHT OF ENTRY.</b> RIGHT OF ENTRY FOR FIGHTER JET METALS, INC., THEIR CUSTOMER AND REGULATORY AUTHORITIES TO APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS.
GTC	<b>ACCEPTANCE</b> OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE BY THE SELLER.
GTC	<b>AMENDMENTS</b> TO THIS ORDER, OR FJM TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. FJM WILL CONSIDER SELLERS REQUEST TO MODIFICATION OF, OR EXCEPTION TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE)
GTC	<b>PRICE</b> AS STATED ON THIS ORDER COVERS ALL GOODS AND SERVICES TO BE PROVIDED BY THE SELLER AS SPECIFIED IN THE ORDER. THESE PRICES ALSO COVER ALL CHARGES FOR PACKAGING, CONTAINERS, AND TRANSPORTATION, UNLESS SPECIFICALLY DEPICTED OTHERWISE ON THE FACE OF THE ORDER
GTC	<b>SHIPMENT</b> OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SELLER SHALL FOLLOW BUYER'S INSTRUCTIONS REGARDING THE METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.
GTC	<b>SCHEDULE</b> FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SELLERS REASONABLE CONTROL. HOWEVER, IF THE SELLER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, THE BUYER MAY APPROVE A REVISED DELIVERY SCHEDULE OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.
GTC	<b>HAZARDOUS MATERIAL</b> SELLER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.
GTC	<b>PACKAGING AND PROTECTION</b> OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE FJM PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.
GTC	<b>CHANGE NOTIFICATION</b> WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY FJM OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION WHERE FIT FORM OR FUNCTION MAY BE AFFECTED.
GTC	<b>CANCELLATION</b> SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.
GTC	<b>TOOLING</b> FURNISHED BY FJM SHALL BE MAINTAINED INDOORS, THE SELLER IS RESPONSIBLE TO ENSURE ADEQUATE CARE IS UTILIZED WITHIN THEIR FACILITY, TO MAINTAIN THE TOOLING IN GOOD WORKING CONDITION. ANY DAMAGES TO THIS TOOLING, WHILE IN THE CARE OF THE SUPPLIER SHALL BE REPORTED TO THE FJM BUYER IN WRITING. FJM SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SELLER. SELLER REWORK OF FJM FURNISHED TOOLING SHALL BE AUTHORIZED IN WRITING.
GTC	<b>QUALITY ASSURANCE.</b> The supplier shall comply with the FJM Quality System requirements as specified by the FJM Supplier Survey or purchase order. Supplier agrees to implement and maintain the Quality or Inspection System during the performance of this contract. <u>An authorized Certificate of Conformance is required with each shipment. Process suppliers shall furnish a complete Certificate of Conformance with each shipment indicating the PO number, specification number and revision, name of supplier and quantities accepted and rejected. Material suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision, actual chemical composition and physical properties, melt, heat, batch, or lot.</u> Additional FJM Quality Requirements (FJM QR clauses) apply when referenced by FJM PO. The supplier is not authorized to perform Material Review action for nonconforming material.
GTC	<b>NONCONFORMANCES.</b> Upon acceptance of a FJM purchase order, the supplier agrees that FJM is entitled to reimbursement of FJM labor and material costs associated with seller responsible nonconformances and damages. Any/All non-conforming parts must be clearly identified, documented and segregated. If a non-conformance is discovered after shipment, the supplier is to notify FJM in writing within 72 hours, or 3 business days of the details of the non-conformance.
GTC	<b>RECORDS RETENTION</b> The supplier must retain copies of certifications, test data, chemical and/or physical test reports, lot control data, inspection records and other pertinent Data requirements. These results and records are to be maintained by the supplier and made available to FJM or FJM's Customer Representative upon request, for a minimum period of ten (10) years after shipment to FJM, or as specified on the face of the P.O., whenever unique record retention requirements are imposed.
GTC	<b>REVISION STATUS OF SPECIFICATIONS AND RELEVANT TECHNICAL DATA:</b> Seller and subcontractors at all tiers shall provide FJM with the latest revision of any specification, standard and technical data that is applicable to this contract. Contact the Buyer's Authorized Procurement Representative in the event of any inconsistency in any applicable specification or standard.



## Purchase Order Terms and Conditions/Quality Clauses

GTC	<p><b>DFARS &amp; BAA Compliance Requirement:</b></p> <p>All materials supplied must conform to DFARS Specialty Metals Clauses 252.225-7008/7009, unless otherwise specified. Additionally, materials must comply with Buy American Act Clause 252.225-7002, unless otherwise specified. Supplier certifications must explicitly state compliance with these clauses when applicable</p>
GTC	<p><b>COUNTERFEIT GOODS PREVENTION:</b> (a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts.</p> <p>(b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is NOT available, the distributor shall provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder.</p> <p>(c) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify Buyer. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier.</p> <p>(d) In the event that Goods delivered under this Order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyze and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action.</p> <p>(e) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer.</p>
GTC	<p><b>CONFLICT MINERALS:</b> Seller hereby certifies that no material delivered by Seller to Buyer under this Order contains any substance originating from the Democratic Republic of Congo or any other adjoining country that would require disclosure by Buyer under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder. Seller represents and warrants it has adopted all appropriate policies and procedures and has taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street reform and Consumer Protection Act and all rules promulgated thereunder, to grant the certification in the proceeding sentence. Seller shall flow down the substances of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by buyer.</p>
GTC	<p><b>AWARENESS:</b> Seller is to ensure that personnel is aware of, their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior</p>
FJMQR1	The supplier shall implement a Quality System in compliance with ISO9001:2015 (Design and Servicing excluded)
FJMQR2	The supplier shall implement a Quality System in compliance with SAE AS9100 (Design and Servicing excluded)
FJMQR3	The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO10012 or ANSI Z540-1.
FJMQR4	The supplier shall perform 100% inspection of the FJM noted characteristics, a record of the inspection results shall be provided to FJM, sampling inspection is not allowed.
FJMQR5	The supplier shall perform and document a complete First Article Inspection Report (FAIR) 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to FJM Inc. along with the first shipment for this PO/contract.
FJMQR6	The supplier shall perform and document a complete First Article Inspection Report (FAIR) and submit it to FJM for acceptance in writing prior to commencing with the balance of the order. One copy of supplier FAIR will be furnished to FJM Inc. along with the shipment for this PO/contract.