

MINTEQ International Inc. Pyrogenics Group 640 N.13th.Street Easton, PA 18042-1431 www.pyrographite.com

AS9100D (previously AS9100C) Purchasing Standard Terms and Conditions

- 1. MINTEQ International Inc. reserves the right of final approval of product, procedures, processes, and equipment.
- 2. All critical processes must be performed by qualified personnel.
- 3. MINTEQ International Inc. reserves the right to review and approve the Vendor's Quality Management System.
- 4. Vendor must implement a Quality Management System (QMS). Vendor QMS subject to MINTEQ approval.
- 5. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions, and other relevant technical data.
- MINTEQ International Inc. reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
- MINTEQ International Inc. reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation, or auditing.
- 8. The Vendor is required to:
 - a) Notify MINTEQ International Inc. of nonconforming product.
 - b) Obtain MINTEQ International Inc. approval for nonconforming product disposition.
 - c) Notify MINTEQ International Inc. of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations and where required, obtain MINTEQ International Inc. approval.
 - d) Flow down to the supply chain the applicable requirements including customer requirements.
- 9. The Vendor must prevent the use of counterfeit parts and materials.



- 10. The Vendor is required to retain all Records associated with the Purchase Order for 15 (fifteen) years or as required by contract.
- 11. Right of access by MINTEQ International Inc., our customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records is required.
- 12. As a Vendor to MINTEQ International Inc.:
 - a. Be aware of your contribution to MINTEQ product conformity.
 - b. Be aware of your contribution to MINTEQ product safety.
 - c. You are expected to act in an ethical manner at all times.
- 13. All vendors providing Calibration Services must be Certified ISO17025 (or equivalent). All Calibration Certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).
- 14. Required Certification of Materials and/or Process performed must accompany materials/parts received.
- 15. As applicable, the Vendor shall comply with the DPAS priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings:
 - (DX) Highest national defense urgency.
 - (DO) Critical to national defense.
 - http://www.dcma.mil/DPAS/files/DPAS for the Contractor.pdf

16. EXPORT/IMPORT/ITAR COMPLIANCE

Warning: Information furnished to seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of MINTEQ International, Inc., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulation of the United States. 1 REV A 09/12/2012