



Geater Machining and Manufacturing Co
Supplier Terms and Conditions

901 Twelfth Street Ne
Independence, IA 50644
Phone: 319-334-6026
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GMM OVERVIEW

As a customer focused machining and sheet metal manufacturer. GMM dedicates itself to providing the highest quality and delivery available in the industry through our internal commitments, and strategic relations with our external providers to meet and exceed customer expectations.

PURPOSE

GMM focus is to maintain clear and concise requirements with our external providers. GMM understands that each external provider utilizes a Quality Management System (QMS) in regards to controlling their process. In addition to external providers QMS system, GMM has provide other expectations inside this documents for product conformance and control.

Suppliers are required to be compliant with this document.

1.0 External Provider System Requirements

GMM suppliers shall have a documented Quality Management System (QMS). The QMS should conform to the latest revision of AS9100 or ISO: 9001, which is the standard that governs the industry GMM supplies products and services to.

GMM expects suppliers to be certified to a QMS that is appropriate to the type of items or services being furnished to GMM - this commitment will be a key consideration for future business awards but does not impact approval status on our Approved Supplier List.

The suppliers must maintain a minimum of 90% product quality and 95% on-time delivery performance.

The supplier must ensure that persons are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.

If the supplier's QMS is non-compliant to the applicable requirements, or if its QMS certification is renewed, revoked, suspended, changed, or will expire during the performance of the order, the supplier shall notify GMM in writing via email to a quality official listed under Contract info at gmm.quality@geater.com. Notification shall be made within 24 hours of the following: revocation, suspension, change, or expiration and provide detail for the appropriate items in the list. All affected part numbers shall be listed in the email notification. For Renewal, suppliers shall forward copies of certifications within thirty days of receipt.

Organization of Changes. Suppliers are required to inform the GMM prior to shipping material or products with changes in product, processes, components, sub-suppliers / sub-contractors, manufacturing facility locations, packaging, shipping method, or outside processors. The supplier shall notify the GMM in writing to: gmm.quality@geater.com. Provide detail for the appropriate items in the email. All affected part numbers must be listed in the email notification.

For items where our customer has design authority, suppliers are required to obtain written approval from the Geater prior to any change(s). Suppliers are required to maintain record of all such approvals and have them available upon request. In addition, the supplier shall also provide notification to: gmm.quality@geater.com within 24 hours of any change in top management, ownership, QMS, a major



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change in the number of employees, or resources used to provide products or materials. All affected part numbers must be listed in the email notification.

Our organization reserves the right of access by our representatives, our customers, and any 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.

Seller acknowledges and agrees that any specifications and all related writings, drawings, designs and similar work provided to seller or buyer shall be deemed "Confidential Information". The transfer of confidential information without written approval from the generated source is not allowed. For all inquiries on transfer of work outside the original external provider (subcontractor) shall be notify via email at gmm.quality@geater.com for approval to send to a Subcontractor

1.1 CALIBRATION

Test equipment calibration service providers, testing and inspection laboratories shall be compliant to one of the following standards: ISO 10012, ISO 17025, ANSI/NCL Z540.3 or NADCAP AC 7006 or an equivalent standard.

1.2 ITAR

Applicable to military and dual application contracts only. The technical data herein provided is subject to export control under the International Traffic in Arms Regulations (ITAR) or the Export Administration Regulations (EAR). Such data should not be disclosed, exported or transferred in any manner to any foreign person or any foreign country without the prior written approval of the Office of Defense Trade Controls, U.S. Department of State or the Bureau of Industry and Security, U.S. Department of Commerce.

Supplier shall maintain an ITAR registration, if ITAR regulated documents are to be provided for processing. For more information, please visit US State Department Regulations Website for assistance.

1.3 English Language

Except as the parties may otherwise agree, data, notices, and all other documentation or proceedings related to this Order shall be in the English language. If there is any inconsistency between the terms of this Order and any translation, the English language meaning shall prevail.

2.0 Special Processes (NADCAP)

The supplier is required to validate and control all special processes and shall maintain evidence that supports the ability of the processes to achieve the specified results. Validation includes, but is not limited to, defined process criteria, approved and trained personnel, approved equipment, specific methods or procedures specified by the design authority, retention of records, test reports, and re-validation plans. GMM reserves the right to verify or validate by any means necessary the special processes that are used on parts or products.



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A supplier performing any of these special processes (See Table Below) shall provide copies of the processor’s certification of conformance and include it with each shipment of material. At a minimum the processor’s certification of conformance shall include:

- Part number and revision
- Quantity processed
- Processor name and address
- The specification and revision the parts were processed in accordance with
- Processing date
- Signature of the quality representative
- Conspicuous identification of the use of Nadcap accredited processes (e.g. Nadcap water-mark, text identifying the job as Nadcap accredited, etc.)

Certifications of conformance without the minimum information above is cause for rejection and will reflect on an external providers’ quality rating. See 3.0 for Material Conformance Report Out

Plating/Electro-Deposition	Chemical Processing
Heat Treating Vibration or Qualification Testing	Radiographic Testing
Anodizing	Impregnation
Annealing	Chemical Cleaning/Milling
Coating or Vapor Deposition	Penetrant inspection
Painting	Leak Testing
Hot Iso-Static Pressing	Dry Film Lubrication
Bonding/Lamination	Magnetic Particle Inspection
Passivation	Welding,
Material and Chemical testing	Ultrasonic testing,
Encapsulating and Potting	Brazing

In the event that as a supplier you’re unable to process products in accordance with NADCAP requirements. Contact GMM at gmm.quality@geater.com for further instructions on how to proceed.

3.0 Product Inspection

A First Article Inspection Report (FAIR) is required when specified by a GMM order on the purchase order. The supplier shall complete and submit the first article inspection and subsequent report per AS 9102 via electronic or hard copy with the first intimal shipment.

A Last Article Inspection (LAI) may be requested at any time. The LAI shall be in accordance with AS9102.

Suppliers are required to maintain a level of inspection equipment that can be used to verify product acceptance (i.e; Thread Gauges, pins, measuring devices, etc). It is the responsibility of the external provider to be able to validate that product is conforming after their process has been completed.



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Features defined on GMM purchase order as "Critical" or "Key". Shall be inspected and/or tested in accordance with applicable documents; print, specifications or other regulated documents.

Optional methods may include 100% inspection and/or test. Unless otherwise specified, inspection/test reports or SPC data shall be maintained at the supplier for each lot for part numbers.

All gauges, equipment and other test devices used for product acceptance or in-process control will be included in the supplier's calibration system and the calibration shall be traceable to a national standard (NIST).

Special Tooling or gauges supplied by GMM used to support production of products shall be controlled in accordance of preservation to ensure no damage occurs to the items.

3.1 Material Conformance Report

When the applicable specification(s) establishes requirements for chemical and/or physical properties, the supplier shall include with the packing sheet for each lot in each shipment, test reports which provide evidence that the materials shipped possess the chemical and/or physical properties required by the applicable specifications.

Test reports must provide, at a minimum, the manufacturer's name, manufacturer's part number, and GMM purchase order number. Certification of conformance to base material requirements is sufficient evidence only when provided by the manufacturer of the material.

Certain types of orders shall require the supplier to submit a certification of conformance attesting compliance.

The following table defines the conditions as to when a certification of conformance is required for material delivered to GMM:

Certification Compliance (Min: All Purchase Orders)	Hardware/ Paint Must Include Original Mfg Certs
Build-to-Print	QPL Material from QML Supplier
Material Purchase (Metals, Paint, Chemicals, etc.)	Approved Supplier per our Customer Requirements
Special Process (NADCAP)	COTS (Commercial-Off-the-Shelf) from Distributor

Supplier shall retain test reports provided by the raw material supplier, as well as supplier's validation test results as quality records traceable to the conformance of material, as specified elsewhere in the order or contract.

Supplier shall implement written processes and procedures in support of this clause.

4.0 Document Retention

The supplier shall retain all purchasing, production control, quality, manufacturing and manufacturing methods, test, and other related documents associated with the item purchased, for a minimum of 15 years after order completion. Methods and records shall be available for review by GMM representatives, customers, and regulatory authorities.



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First Article Inspection Reports and related documented information shall be retained by the supplier for 99 years plus the current year and are required to be kept in the format in which they originated.

The supplier shall have a documented obsolescence/disposition management process in place to mitigate delivery risk for all items that could become obsolete. After allotted time(s) listed above has expired. The supplier shall destroy document(s) by means of shredding.

Please consider the environment when the destruction of documents takes place.

4.1 Revision Control

Unless otherwise stated under this contract the revision level of any defined specifications will be the revision level in effect on the date that this contract was issued or later. The supplier is responsible for supplying all material, products or services in accordance with these requirements. The supplier will be responsible to both obtain and maintain the current issues of any specifications, standards and other applicable documents referenced under this purchase order.

4.2 Cancelled Specifications for Rockwell Collins (RC-9000) only. Subcontracted out by GMM

Industry/Military/Federal Specification Cancellation Notice Interpretation:

For items where Rockwell Collins has design authority (**Not GMM**) and calls out a cancelled industry, military or federal specification, the cancellation notice shall be reviewed. Any requirement or guidance in the cancellation notice to utilize other standards or specifications shall be interpreted as follows:

- Notices with "may" or "should" are not superseded by the alternate standard/specification. The last active version of the cancelled standard/specification shall be used.
- Notices with "shall" or "superseded" provide a firm requirement to use the alternate standard/specification in place of the cancelled standard/specification.
- Exceptions to this interpretation are drawings or Purchase Orders that require a specific revision of the cancelled standard/specification (example: "Finish in accordance with MIL-G-45204C" or "Finish in accordance with ASTM B488-95"). The revision indicated is required to meet the requirements of the drawing regardless of inactive or cancelled status
- If specification is cancelled without replacement and non-procurable, please contact GMM.

Please contact GMM for any assistance when interpreting cancellation notices or this requirement.

5.0 Counterfeit Risk Mitigation

GMM requires that all suppliers of electrical parts or assemblies shall document and implement a policy compliant to the current revision of SAE AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition. Suppliers shall purchase material directly from original equipment manufacturers, original component manufacturers, or their authorized distributors.

6.0 Foreign Object Debris (F.O.D)

The contamination of goods by foreign material or objects is not acceptable as it could eventually affect product appearance and performance. The supplier shall document and implement a program for the



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prevention, detection, and removal of Foreign Object Damage/Foreign Object Debris (FOD) in accordance with SAE AS9146 Foreign Object Damage (FOD) Prevention Program-Requirements for Aviation, Space and Defense Organizations. The program shall include training, posters and the active involvement of employees.

7.0 Notice of Nonconforming Material

The external provider shall notify GMM when a nonconformity or reliability issue is discovered in the processes, components, or assemblies for any product prior to delivery or post-delivery. Communications shall be sent to the originator of the purchase order or quality staff at gmm.quality@geater.com

Email communication shall contain the following information:

1. Purchase Order Number
2. Part Numbers Impacted
3. Non-Conformance description/problem summary and requirement violated
4. Recovery plan
5. Containment plan including non-conforming quantity
6. Impact to On-Time Delivery

8.0 Corrective Actions

Supplier Corrective Action Request may be issued if nonconforming material is received. SCARs will be supplied via email for review. The use of GMM form or your own internal form may be used in the completion of the items listed above. An RMA number may be requested to return goods for review and disposition.

The supplier is required to provide the following for SCARs; a containment statement, a root cause and corrective action response, and objective evidence of completion.

Failure to provide acceptable and timely responses to SCARs may be cause for revocation of business. Regardless of the material or product's warranty status, when requested, the supplier is required to provide a root cause and corrective action for failures that occur immediately upon installation.

8.1 Warranty / Defective Material Cost(s)

In the event it is determined that product is damaged by an external provider, GMM may, at its option, either return for credit or refund or require prompt correction or replacement of any defective or nonconforming Items or require prompt re-performance of any services. Seller shall be responsible for all costs associated with the correction or replacement of any nonconforming Item, and all costs for re-performance or correction of any deficient Services, including all material, labor, shipping, and insurance costs. Items required to be corrected or replaced shall be subject to Inspection and acceptance, in the same manner and to the same extent as Items originally furnished under this Order, but only as to the corrected or replacement Item or parts.



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9.0 Metals

By accepting this order, you certify that the metals supplied under this purchase order were melted in the United States or a qualified country as defined in DFAR 252.225-7009.

If this is a Specialty Metal as defined in DFAR 252.225-7009, you must supply certifications that the metal has been domestically melted. Certifications from the melt source must be supplied with each shipment.

10.0 Hazardous Materials

For each Item, Seller shall notify Buyer if the Item contains a substance or material that may be hazardous and if it is required to have a Safety Data Sheet (SDS). The percent by weight is required for substances or material required to have a SDS. Labeling and instructional materials shall be in accordance with the SDS. A shipment containing hazardous and non-hazardous materials shall have separate packaging sheets for the hazardous and non-hazardous materials. Items shipped on the same day must be consolidated on one bill of lading or air bill, unless Buyer authorizes separate documents. Shipping documents shall describe the material according to the applicable classification or tariff rating. Original bills of lading shall be surrendered to the carrier upon shipment.

11.0 Preservation of Product

The purpose of this section is to set out the requirements and establish guidelines for the preservation, marking, handling, packaging, and shipping for all shipments or drop shipments by Seller. These guidelines apply to all production and sustainment initiatives. Seller shall always preserve and package material and equipment in accordance with good commercial practice, and as suggested herein, such as to afford the degree of protection necessary to prevent deterioration or damage during shipment under normal environmental conditions and commercial modes of transportation.

GMM may charge Seller for damage to or deterioration of any Goods resulting from improper packing or packaging not followed by the recommendations listed below. See 8.1 Warranty Section.

12.1 Box Selection, materials, safety and other

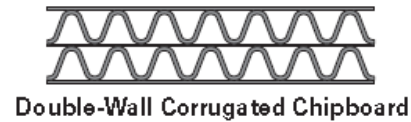
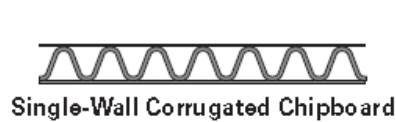
Lot shipment requirements.

- **External Service Performed such as; Plating, Painting, powder coat, welding, or manufacturing of product.** Shall place one part number per box. Multiple part numbers shipped inside the same box may be cause for rejection. This is to prevent issues between misplacement, damage between other units and manifest records with our shipping company(s).

- **Material Distributor(s) such as; Hardware, Raw Material, Paints, Chemicals, Adhesives, Over-The-Counter Items.** May place more than one part number in a box. Preservation of product shall be maintained when multiple part numbers are placed in a single box and best practice of traceability on packaging slip.

Box Type:

- **Single-Wall Corrugated Chipboard: is recommended for lightweight parts**
- **Double-Wall Corrugated Cardboard: is required for larger/heavier parts**



Material Protection Recommendations:

Materials to protect product shall be within the requirements of purchase order flow down, print, specifications and regulatory requirements to provide adequate physical, mechanical, chemical and cleanliness protection listed below.

- Tissue Paper
- Plating Paper
- Silver Plating Paper
- Bubble Wrapping Materials
- Foam Materials (Cushion or Wrapping)
- Insta-Pack
- Peanuts may be used, but not highly recommend as it creates a lot of F.O.D (See 6.0)
- ESD Approved Material (If necessary)
- Oils/Rust Prevention Materials
- Plastic Bags (Reusable, heat closed, taped or Stabled)
- Sleeves
- Vacuum Seal

Note: If staples are used, fold the top of the bag over several times to obtain a proper seal. Additional care should be taken to ensure that the part(s) inside the package cannot be damaged by the use of staples.

Unit Packaging:

Unit closure shall be adequate to prevent loss of, or damage to contents during shipment or storage.

Item(s) with sharp points or protrusions shall be adequately padded to prevent damage to containers or to personnel inadvertently contacting them.



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If the entire lot of product being shipped is over 120lbs of weight or is specified on the purchase order as "Freight Shipment". Supplier shall place boxes on a pallet, secure and label do not stack for shipping purposes.

Items having any surface incompatible with the tarnish inhibitor shall be completely wrapped with a neutral material prior to application.

Enclose C of C, First Article, and packing slip or attach a copy of the packing slip to the shipping container.

All markings shall be uniform, legible, durable and properly placed on package. Unless otherwise specified or required, application may be by any method (e.g., labels, stencil, tagging, etc.)

13.0 Conflict Minerals

GMM is required to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, also referred to as the Conflict Minerals rule. This requires manufacturers and suppliers to disclose whether their products contain gold, tin, tantalum or tungsten regardless of where they are sourced. GMM is committed to complying with this directive, the aim of which is to stop funding of violent conflict in the Democratic Republic of Congo (DRC) and surrounding countries.

As part of this compliance process, companies survey their supply chain and report these results to the U.S. Securities and Exchange Commission. As a supplier for GMM, we request that you complete the standard report, called a Conflict Minerals Reporting Template when requested on an annual bases via email with the most recent CMRT.

14.0 Cyber Security

With the implementation of new government mandates dealing with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Reporting, we are asking our Suppliers to implement the fifteen Basic Safeguarding NIST SP 800-171 security controls contained in FAR 52.204-21. We are also asking our suppliers to adhere to DOD Cybersecurity requirements. Implementing these controls will not only help us all achieve compliance, but also help protect our businesses from cyber security threats that permeate todays cyber landscape.

The rules contained in the NIST SP 800-171 set the guidelines for minimum security requirements required by the DFARS mandates. These fifteen points deal with a broad range of cybersecurity controls from limiting authorized users access to your systems, to networking requirements. Adhesion to these rules help not only keeping our information systems safe and secure, but help us all rely on the authenticity and availability of this information.

In case of system compromise a cyber security incident response team must be able to report the cyber incident to the DOD at <http://dibnet.dod.mil> within 72 hours of discover. Subcontractors must provide the incident report number, which is automatically assigned by the DOD, to the prime contractor or next higher-tier subcontractor as soon as possible. The contractor must also be able to provide forensic artifacts of malicious software and relevant monitoring/packet capture data for at least 90 days for potential DOD review.



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If DoD work is subcontracted, outsourced or any other similar contractual obligated form given to another party or business, then that party or business in question must be informed of the DFARS 252.204-7012 and NIST SP 800-171 requirements placed upon them. The information must be provided to them, unaltered.

The NIST SP 800-171 can be found at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-171.pdf>

The DFARS 252.204-7012 can be found at:

<https://www.acq.osd.mil/dpap/dars/dfars/html/current/252204.htm>