

# MPM Products Corporation External Provider Terms & Conditions Rev D May 21, 2020

By accepting or fulfilling any portion of the purchasing agreement or contract provided by MPM Products Corporation, seller agrees to the Terms & Conditions.

TC01	At no time will the supplier make changes to the Purchase Order requirements, drawings, specifications or other specified requirements without written approval from MpM Products Corporation.
TC02	All Purchase Orders, Inspection Records, Specifications and Production Records as well as any other record pertaining to products supplied to MpM Products must be retained for a minimum of 10 years.
TC03	MpM Products requires that all sellers shall maintain the proper identification and revision status on all specifications, drawings, work instructions, inspection requirements and any other associated technical documentation/information as appropriate to the purchase request.
TC04	MpM products or its designee reserves the rights for the final approval of products and services offered in addition to the processes, equipment used and release of products and services. Our organization reserves the right to designate requirements for verification or validation activities that we, or our customer, intend to perform at the seller's premises.
TC05	MpM Products requires that all orders filled by external providers shall be carried out by competent qualified personnel. Verification of competency to be determined by MpM Products as applicable to the products and services obtained.
TC06	MpM Products reserves the right to identify the requirements for external providers interaction with the organization, which includes; <ul style="list-style-type: none"><li>• The use of documentation;</li><li>• Telephone/Fax/Email;</li><li>• Documented records of any verbal confirmation or agreements.</li></ul>
TC07	External Provider shall meet the minimal performance requirements as defined by MpM Products. <i>Provider will maintain a Performance Rating: ≥98% (Includes On-time delivery and Quality)</i> <i>Failure to do so may result in Supplier Corrective Action.</i> <i>MpM Products will assess potential external provider Risk to the organization or its customer and may require mitigation actions.</i>
TC08	Where design and development activity occur on behalf of MpM Products, or its customer, provider shall implement a process for determining requirements (inputs/outputs), verification, validation and control of changes. All approval of design and development activity shall be carried out by MpM Products or its customer.
TC09	All products or services provided to MpM Products shall be suitably marked and packaged using industry best practices or requirements defined by MpM where applicable. All products shall be shipped and delivered in accordance with buyer's requirements. MpM Products has the right to approve or specify any special requirements, critical items or key characteristics where applicable.
TC10	MpM Products reserves the right to approve any test, inspection or verification methods used including, <i>statistical methods &amp; instructions used, and production process verification.</i>

TC11	<p>As applicable, MpM Products reserves the right to require the External Providers to;</p> <ul style="list-style-type: none"> <li>• Implement a quality management system where MpM may require review, and/or approval of the management system and its processes;</li> <li>• Use MpM Products' or its customers designated / approved suppliers;</li> <li>• Notify MpM products of nonconforming products or services and obtain approval for appropriate disposition;</li> <li>• Prevent the use of counterfeit parts – <i>where applicable the external provider shall notify MpM Products where suspect counterfeit or nonconforming product has been delivered by the seller;</i></li> <li>• Notify and obtain approval by MpM Products of any changes to processes, products or services including re-location of sellers manufacturing location;</li> <li>• Where sub-tier external providers are used to complete MpM purchase requirements, seller shall communicate and flow down all requirements specified by MpM Products or its customer;</li> <li>• Where applicable provide test specimens for design approval, inspection/verification, investigation or auditing;</li> <li>• Retain records pertaining to the manufacture, inspection and testing of MpM or its customers' purchased products or services for a minimum of 10 years unless otherwise specified by MpM Products or its customer.</li> </ul>
TC12	<p>MpM Products reserves the right to access external providers facilities, products and/ related quality records at any time including its customer or any regulatory authorities. Right of access should be limited to only the products and services obtained by MpM Products or its customer.</p>
TC13	<p>MpM Products requires that all personnel providing products or services are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior.</p>
TC14	<p>Seller shall comply with the Aerospace Industries Association of America (AIA) and Aerospace and Defense Industries Association of Europe (ASD) "Global Principles of Ethics in the Aerospace &amp; Defense Industry,"</p>
TC15	<p>By acceptance or fulfillment of this Purchase order, seller represents that it:</p> <ol style="list-style-type: none"> <li>Will not engage in any trafficking in person or related activities, included but not limited to the use of forced labor in the performance of this contract.</li> <li>Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and</li> <li>Has notified its employees and subcontractors of: <ol style="list-style-type: none"> <li>The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier: and</li> <li>For Department of Defense contracts only, employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.</li> </ol> </li> </ol>

TC16	<p>Purchase Orders identifying the order as a “Rated Order” certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), the seller will be required to follow all of the requirements of this regulation.</p> <ul style="list-style-type: none"><li>a. Rated orders take precedence over all unrated orders.</li><li>b. Orders identified as “Rated Orders” will be scheduled to the extent possible to ensure delivery by the required delivery date.</li></ul>
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