

Supplier Terms And Conditions

QP-8.11.4

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All purchase orders from Joined Alloys to suppliers are subject to these terms and conditions as well as any that appear on the specific purchase order.

For the purposes of this document, "Supplier" refers to the entity accepting the purchase order from the organization "Leading Edge Manufacturing dba Joined Alloys" or "Joined Alloys"

1. Prices:

- 1.1. Joined Alloys shall not be required to pay for the goods or services at prices higher than those quoted and specified on the purchase order.
- 1.2. The prices on the purchase order include all taxes, duties and fees.
- 1.3. No additional charges for transportation, storage, insurance or packaging shall be allowed unless specified on the purchase order or agreed to by Joined Alloys in writing.

2. Delivery:

- 2.1. The terms of delivery are stated on the purchase order.
- 2.2. It is the obligation of the supplier to meet the delivery dates.
- 2.3. Deliveries are to be made both in quantity and dates specified on the purchase order.
- 2.4. Shipments in greater or lesser quantities than the order amount may be returned at the supplier expense unless prior authorization is issued.
- 2.5. Acceptable delivery windows are:
 - 2.5.1. 5 days early.
 - 2.5.2. 0 days late.
- 2.6. Delivery outside of the acceptable delivery window will impact supplier performance review.
- 2.7. Supplier deliveries that are past due may be directed to expedite shipping or to cancel the order at no cost to Joined Alloys.
- 2.8. Supplier deliveries that are early may be subject to return or delay payment until the scheduled due date.

3. Invoices and Payment:

- 3.1. Invoices shall reference the following at a minimum:
 - 3.1.1. The Purchase Order number from Joined Alloys
 - 3.1.2. Payment terms
 - 3.1.3. Invoice Number
 - 3.1.4. Invoice Date
 - 3.1.5. Item Number and/or description of delivery
 - 3.1.6. Quantity of item delivered
 - 3.1.7. Unit Cost of item delivered
 - 3.1.8. Shipping or freight charges listed separately.

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4. Risk of Loss:

- 4.1. The supplier shall bear the risk of loss of goods until such goods are delivered to Joined Alloys and accepted.

5. Modification, Changes and Delegation of Order:

- 5.1. No change in the terms of the purchase order by the supplier shall be binding unless in writing and signed or authorized by Joined Alloys.
- 5.2. Joined Alloys reserves the right change the purchase order at any time by submitting a revised or new purchase order to the supplier.
- 5.3. Any change by the supplier to the product, process, sub-tier supplier or facilities must be approved by Joined Alloys.
- 5.4. Suppliers are to identify and communicate any issues that will prevent conformance with the purchase order requirements before the order is processed.
- 5.5. The supplier shall not assign, delegate or sub-contract any part of the purchase order without Joined Alloy's consent.

6. Inspection:

- 6.1. Payment of goods delivered shall not constitute acceptance of goods. Joined Alloys shall have the right to inspect goods and reject any or all goods that have, in good faith, been deemed in violation of the purchase order requirements or related quality flow down requirements of the goods or services rendered.
- 6.2. Joined Alloys and its customers reserve the right to inspect and verify work in progress at supplier facilities.

7. Indemnification:

- 7.1. Supplier shall defend and indemnify Joined Alloys against all damages, liabilities, claims or losses arising out of or resulting from any defect in goods or services purchased or provided.

8. Export and Import Controls:

- 8.1. All suppliers shall have all controls in place and warrant that all applicable technical data and physical materials shall not be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act.

9. Government Contracts:

- 9.1. For purchase orders placed in support of the any US Government Prime Contract or Sub-Contract, the supplier must follow all FARs and DFARS clauses including DFARS 252.204-7020 Cyber Security.
- 9.2. When applicable, the supplier must comply with the Truth and Negotiations Act.

10. Specifications and Purchase Order Requirements:

- 10.1. The supplier shall manufacture or provide services in accordance with any and all applicable specifications listed on the purchase order.
- 10.2. Any goods found not meeting the specification or requirements listed on the purchase order or flowed down through written means in relation to the purchase order shall be rejected and either refunded or reworked to meet the requirements of the product.

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11. Termination

- 11.1. Joined Alloys may terminate any purchase order for convenience and without cause upon notification to the supplier.
- 11.2. The supplier shall be entitled to reasonable termination charges equal to the portion of the purchase order product or service already performed or delivered prior to notice of termination.
- 11.3. Termination charges shall not include overhead or General Administrative costs.
- 11.4. Supplier shall submit, in writing, any claim for termination costs within thirty (30) days of notice of termination.
- 11.5. Termination charges are not applicable to “Off the shelf” items that require no customization or specific manufacturing or processing to satisfy the purchase order requirements.
- 11.6. Joined Alloys may terminate in whole or in part any purchase order if the supplier fails to deliver or perform the requirements of the purchase order within the time frame specified.

12. Conflict Minerals:

- 12.1. The supplier shall comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act.
- 12.2. Conflict Minerals include Gold, Tantalum, Tungsten and Tin sourced from areas identified as conflict regions including the Democratic Republic of Congo and Central Africa.
- 12.3. The supplier shall warrant that no conflict minerals are present in any product sold to Joined Alloys.

13. Supplier Risk:

- 13.1. The supplier assumes the risk of providing the goods and services and is responsible for any loss or damage to materials, parts, tooling and property provided by Joined Alloys to perform services requested on a purchase order.
- 13.2. The supplier shall return property to Joined Alloys in the same condition as received less reasonable wear upon completion unless otherwise specified or is consumed or altered for the purposes of the purchase order.

14. Confidentiality:

- 14.1. All suppliers and their sub-tiers shall consider all information and product received or given to Joined Alloys as “Confidential”
- 14.2. Suppliers shall, when applicable and requested, agree to a legally binding Non-disclosure agreement.
- 14.3. Even in the absence of a binding non-disclosure agreement, Joined Alloys requires the information shared to be treated as confidential.

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15. Packaging and Shipping:

- 15.1. All goods shipped to Joined Alloys shall be packaged in a manner sufficient and suitable to prevent damage during transportation.
- 15.2. All shipments to Joined Alloys shall contain all applicable verification documents, Certifications, Certificates of Conformance, Material Test Records and any other related documents including a packing list that identifies at a minimum:
 - 15.2.1. The product by part number and/or part description.
 - 15.2.2. The quantity shipped
 - 15.2.3. Reference to the purchase order number received from Joined Alloys.
- 15.3. Any shipment received at Joined Alloys that cannot be identified to the purchase order on which the product or service was requested shall be held or rejected back to the supplier.

16. Rejected Material:

- 16.1. Joined Alloys shall notify the supplier for goods not conforming to the product requirements listed on the purchase order.
- 16.2. Joined Alloys shall be furnished a return authorization when requested before returning product to the supplier for repair or replacement.
- 16.3. When applicable, the supplier shall pay for any shipping fees or transportation costs associated with the return and replacement of non-conforming goods.

17. Right of Entry:

- 17.1. The supplier shall allow any Regulatory Authorities, Joined Alloys authorized personnel and/or Joined Alloys customers the right of access to the applicable areas of all facilities, at any level of the supply chain involved in the fulfilment of the purchase order.
- 17.2. The supplier shall furnish any and all applicable records related to the fulfilment of the purchase order during Right of Access.
- 17.3. Joined Alloys reserves the right to perform an on-site audit of the supplier's facilities at any time, with proper notification.

18. Record Retention:

- 18.1. The supplier must maintain all records related to the verification of conformance the product requirement as stated on the purchase order indefinitely, including:
 - 18.1.1. Work orders
 - 18.1.2. Inspection Reports
 - 18.1.3. Certificates of Conformance
 - 18.1.4. Test Reports
 - 18.1.5. Process Certifications

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19. Counterfeit Product Prevention:

- 19.1.** Joined Alloys shall accept no counterfeit products.
- 19.2.** All incoming product to Joined Alloys is inspected and verified. Any product suspected of being counterfeit shall be segregated and held, without payment, until an official investigation can be conducted by any applicable authority.
- 19.3.** Confirmed counterfeit materials shall be destroyed, without payment or recompense, and the supplier permanently removed from Joined Alloy's supplier list.

20. Supplier performance and monitoring:

- 20.1.** Joined Alloys monitors supplier on time performance and quality.
- 20.2.** The supplier may, at any time, be notified of performance concerns and asked to provide remedial action in a reasonable time frame to continue being included on Joined Alloys supplier lists.
- 20.3.** The supplier may request a supplier score card by sending a request to Quality@joinedalloys.com

21. Supplier Ethics:

- 21.1.** All suppliers shall take measures to ensure that they and their employees:
 - 21.1.1.** Are aware of the product or service requirements conditional to the purchase order.
 - 21.1.2.** Are aware and understand their contribution to the product or service that facilitates the safety of the product through to final delivery.
 - 21.1.3.** Behave in an ethical manner regarding the execution of the purchase order.