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PURCHASE ORDER TERMS AND CONDITIONS AND QUALITY REQUIREMENTS

THE FOLLOWING GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL CMI PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC QUALITY REQUIREMENTS (CMIQR) CLAUSES APPLY WHEN NOTED ON THE PO.		Date Revision: 11-10-20 Rev. H
GTC	RIGHT OF ENTRY. THE BUYER AND BUYERS CUSTOMER, AND THEIR CUSTOMERS, OR ANY APPLICABLE REGULATORY AGENCY WILL HAVE THE RIGHT TO ENTER THE SELLERS FACILITY TO PERFORM INSPECTION OR ENSURE COMPLIANCE TO THE CONTRACT.	
GTC	ACCEPTANCE 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	AMENDMENTS TO THIS ORDER, OR CMI TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. CMI 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	PRICE 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	SHIPMENT OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SELLER SHALL FOLLOW BUYERS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.	
GTC	SCHEDULE FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SELLER. THE SELLER 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	HAZARDOUS MATERIAL 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	PACKAGING AND PROTECTION OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE CMI PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.	
GTC	CHANGE NOTIFICATION WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY CMI OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION WHERE FIT FORM OR FUNCTION MAY BE AFFECTED.	
GTC	CANCELLATION SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.	
GTC	TOOLING FURNISHED BY CMI 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 SELLER SHALL BE REPORTED TO THE CMI BUYER IN WRITING. CMI SHALL DISPOSITION DAMAGED TOOLING PRIOR TO FURTHER PROCESSING BY THE SELLER. SELLER REWORK OF CMI FURNISHED TOOLING SHALL BE AUTHORIZED IN WRITING.	
GTC	QUALITY ASSURANCE. The supplier shall comply with the CMI Quality System requirements as specified by the CMI 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 CMI Quality Requirements (CMIQR clauses) apply when referenced by CMI PO. The supplier is not authorized to perform Material Review action for nonconforming material.	
GTC	NONCONFORMANCES Upon acceptance of a CMI purchase order, the supplier agrees that CMI is entitled to reimbursement of CMI labor and material costs associated with seller responsible nonconformances and damages.	
GTC	RECORDS RETENTION Quality records shall be maintained for a minimum of seven (7) years or as otherwise stated in the contract.	
GTC	NOTIFICATION OF NONCONFORMANCE The supplier shall obtain approval for nonconforming product disposition and notify CMI of changes in product and/or process, changes of suppliers, change of manufacturing facility location and, where required, obtain organization approval, and flow down to the supply chain the applicable requirements.	

GTC	The supplier shall prevent the use of counterfeit or suspect/unapproved products and ensure product identification and traceability (and for other reasons), CMI requires Material Certificates, Certificates of Conformity, and/or other supporting documentation as appropriate. These requirements may be specified on CMI's PO or may otherwise be communicated to the supplier.
GTC	The supplier shall ensure that person/employees are aware of: <ul style="list-style-type: none"> - Their contribution to product or service conformity - Their contribution to product safety, and The importance of ethical behavior.
GTC	The supplier shall ensure that persons/employees are competent and qualified.
GTC	The supplier shall have in place risk management per latest AS9100 and ISO 9001 Quality Management System. Supplier will indemnify, defend, hold harmless and reimburse CMI, and CMI's officers, directors and employees, for, against and from all claims, demands, liabilities, suits, damages, costs and expenses of any nature arising from or relating to Supplier's negligence or a breach of any of Supplier's representations, warranties or obligations under this Agreement.
GTC	The supplier shall comply with the latest AS9100 and ISO9001 Quality Management System or equivalent preferred. All applicable customer/regulatory/AS9100/ISO9001 requirements for supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, CMI, does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without CMI's expressed written consent.
CMIQR 1	The supplier shall implement a Quality System in compliance with latest ISO9001 standard as applicable. (Design and Servicing excluded)
CMIQR 2	The supplier shall implement a Quality System in compliance with latest AS9100 standard as applicable. (Design and Servicing excluded)
CMIQR 3	The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO10012 or ANSI Z540-1.
CMIQR 4	CMI Source Inspection and/ or Customer Verification is required at supplier facility prior to shipment. CMI will place an Inspection Stamp on the supplier shipper to indicate CMI acceptance. Contact CMI at least 48 hours prior to shipment from supplier facility.
CMIQR 5	Government Source Inspection is required at supplier facility prior to shipment. Supplier shall contact CMI and applicable Government Representative to arrange for Government acceptance prior to shipment from supplier facility.
CMIQR 6	The supplier shall perform and document a complete First Article Inspection Report (FAIR) in accordance with AS9102 including 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to CMI along with the first shipment for this PO/contract.
CMIQR 7	The supplier shall implement and maintain a Key Characteristics (KC) control program acceptable to CMI.
CMIQR 8	The supplier shall provide an Inspection Report (IR) identifying engineering requirements and actuals. Format will include design characteristics included in AS9102 FAI documentation. Use of supplier or CMI IR is acceptable if all AS9102 elements are included on report. One copy of the IR shall be furnished to CMI representing each manufacturing lot.
CMIQR 9	The supplier shall perform 100% inspection of the CMI noted characteristics, a record of the inspection results shall be provided to CMI, sampling inspection is not allowed.
CMIQR10	The supplier shall comply with the CMI Special Quality Requirement noted on applicable CMI Purchase Order (As defined by CMI QA at time of issuing PO).