



4790 East Wesley Drive Anaheim, CA 92807  
714-777-8985 FAX 714-777-8987

## PURCHASE ORDER CLAUSES

### I. These requirements apply to all suppliers:

- Q1. Flow Down Requirements** - All requirements specified in 3D Machine's Purchase Order Clauses Q1 – Q14 and the applicable product-specific clauses shall be flowed to sub-tier suppliers.
- Q2. Right of Entry** – The 3D Machine, 3D Machine's customers and their customers or any applicable regulatory agency shall have right of access to all facilities involved in the order at any level of the supply chain and to all applicable records.
- Q3. Quality System** - The supplier shall maintain a quality system meeting the requirements of the ISO 9001 family of standards unless otherwise agreed to by 3D Machine. The supplier shall control sub-tier procurements to the extent necessary to ensure conformance to the quality requirements of the purchase order.
- Q4. Notification of Nonconforming Product** – The supplier shall immediately notify 3D Machine when it is suspected or known that nonconforming material has been produced or delivered. The notification must include a clear description of the actual or suspected nonconformance. In turn, 3D Machine will notify supplier through non-conformance reports, corrective action requests or supplier ratings about their quality and delivery performances.
- Q5. Notification of Inability to Ship** – The supplier shall notify 3D Machine as soon as it has been determined that supplier is not able to ship as specified.
- Q6. Changes in Product, Processes, Suppliers, and Manufacturing Location** – The supplier shall notify 3D Machine of any changes in product or process definition, suppliers, or location of the manufacturing facility and obtain 3D Machine's approval.
- Q7. Use of Customer Approved Special Process Sources** – The supplier shall use and direct sub-tier suppliers to use 3D Machine or 3D Machine's customer's designated suppliers as instructed on 3D Machine's purchase order.
- Q8. Packaging & Preservation** – The supplier shall ensure that packaging and preservation is adequate to prevent damage or deterioration during shipment to 3D Machine.
- Q9. Records** – Supplier shall retain and maintain quality records associated with product shipped to 3D Machine from deterioration for a minimum of fifteen years unless otherwise specified by purchase order.
- Q10. Hazardous Material** – The supplier shall furnish applicable Material Safety Data Sheets for products designated by industry, state, or federal agencies as hazardous materials.
- Q11. Confidentiality of Information** - Except as required by law, no public release of any information, confirmation or denial of the subject matter of this purchase order shall be made without prior written authorization by 3D Machine or its customer. Access to the information contained in this



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order shall be provided only to employees or suppliers “with the need to know” (for the performance of this order) and who are under obligation to hold such information in confidence. If documents provided by 3D Machine Company are identified as “ITAR”, Supplier shall ensure that all such information is not provided to “foreign persons”.

- Q12. Counterfeit Parts** – Seller agrees and shall ensure that counterfeit goods are not delivered to Buyer. Seller shall immediately notify Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished counterfeit Goods. If suspect/counterfeit Goods are furnished under this order or are found in any of the Goods delivered hereunder, such items will be impounded by the Buyer. Seller shall be required to disclose the source of the suspect/counterfeit Goods to the Buyer. Upon request of Buyer, Seller shall immediately provide documentation that authenticates traceability of the affected Goods to the applicable OEM. Seller shall promptly replace such suspect/counterfeit Goods with Goods acceptable to Buyer and Seller shall be liable for all costs, including but not limited to Buyer’s internal and external costs, relating to the removal and replacement of said Goods, and subsequent testing of said Goods. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit Goods.
- Q13. Code of Ethics** – Suppliers are expected, in all of their activities, to maintain high ethical standards, acting with integrity, trust, respect, honesty and teamwork and to operate in full compliance with applicable laws, rules and regulations of the countries in which they operate. They shall ensure that their employees are aware of their impact on the quality of their products and services.
- Q14. Product’s Safety** - Supplier shall be cognizant of the importance of any enhancements, coatings, or treatments to the product and ensure that their work does not adversely affect the product’s safe or intended performance.

## II. Additional product-specific requirements:

- Q15. OEM’s Certificates of Analysis** - Mill or product certificates denoting chemical and physical properties shall accompany each lot/shipment.
- Q16. Domestic Specialty Metals** – Raw materials shall not be procured from foreign agencies or produced in non-domestic mills unless previously approved by 3D Machine. Specialty metals identified in DFARS Clause 252.225-7014 which have been melted outside the United States, its possessions, or Puerto Rico are prohibited and must be approved by 3D Machine prior to shipment. If approval is granted, an independent laboratory analysis may be required.
- Q17. Segregation of Product** – Raw materials must be supplied in single heat lots only. Supplier must obtain approval from 3D Machine prior to shipping multiple heat lots. If permission is granted, the



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material must be shipped in separate, clearly identified containers, bundles or skids. The supplier shall not mix material of any type. Material of different type, thickness, etc., must be shipped in clearly identified and separate containers, bundles, or skids.

- Q18. General Certificate of Conformance** – The supplier shall submit a general Certificate of Conformance attesting that product conforms to the requirements of the purchase order with each shipment.
- Q19. Required Test Specimens** – The supplier shall provide test coupons or specimens as requested by 3D Machine’s purchase order.
- Q20. Certificate of Compliance with Required Tests, Inspections, & Related Instructions** – The supplier shall perform or obtain tests and/or inspections and provide the resulting data to 3D Machine prior to shipment or with shipment of the product, as instructed on 3D Machine’s purchase order.
- Q21. Inspections** - A dimensional inspection report is required.
- Q22. Inspections**- First articles must conform to AS 9102.
- Q23. Calibration Services** - Calibration certificate traceable to NIST.
- Q24. Chemicals & Materials with Limited Shelf Life** – Supplier shall submit a *Material Safety Data Sheet* with the shipment of chemicals. If material has limited shelf life, a Certificate of Conformance with the following information is also required:
- Reference to the 3D Machine Purchase Order and line item number
  - Identifying nomenclature such as item name, part number, revision, serial numbers
    1. Date of manufacture
    2. Batch and/or lot numbers
    3. Date of expiration
    4. Any special storage conditions for the material
  - Manufacturer’s name (if not supplier)
  - Quantity shipped

Upon shipment, remaining shelf life of the material shall meet the minimum shelf life specified on 3D Machine’s purchase order. If no minimum shelf life is specified, 75 percent of the shelf life shall be remaining on the material.

*For further clarification and additional information, please call 714-777-8985.*