

Helvic Engineering & Construction, LLC dba Tromtech

## Tromtech's Terms and Conditions

### 0. Revisions

- a) All Tromtech purchase orders shall contain a link to Tromtech's Terms & Conditions
  - i) [www.tromtech.com/suppliers](http://www.tromtech.com/suppliers)
  - 1) Please check this link to ensure you are working off of the latest revision

### 1. Quality System Requirements

a) The Seller shall have a Quality System in place to meet the intent of one of the following quality standards: ISO 9001, AS9100D, an alternate quality system approved by Tromtech, or alternatively approved by Tromtech on a conditional basis subject to quality and delivery performance monitoring .

b) Seller shall maintain an effective Quality System as approved in "a" above.

c) Responsibility for control of quality shall be clearly designated within the Seller's organizational structure. The Quality System shall provide for placement and training of inspection and other personnel who have an effect upon or are responsible for determining product quality. Formal Certification of personnel for processes, materials, or other operations requiring special skills or training shall be maintained.

d) Seller shall establish controls to prevent the use of nonconforming materials when conforming materials are required. Seller shall provide and obtain for Tromtech, Tromtech's customers, and appropriate regulatory agencies access to any and all facilities, including those facilities of Seller's external providers, where work on Items is being performed or is scheduled to be performed under this Purchase Order ("PO"). Seller shall ensure, when required that Tromtech's customers designated or approved external providers, including process sources are used. Tromtech shall have the right to perform in-process inspection, audits, and system surveillance at Seller and Seller's external provider's facilities as part of verification of conformance to the requirements of this PO at no cost to Tromtech.

e) Seller shall maintain complete records of all manufacturing, inspecting and testing in connection with this PO. At Tromtech's election, such records shall be made available to the Tromtech, Tromtech's Customers, and/or appropriate regulatory agencies for the following intervals:

- i) A period as specified by the PO
- ii) Thirty (30) years for complete records of all manufacturing, inspecting, and testing ("manufacturing travelers, inspection records, test records, C of C's, material certs, etc.)
- iii) Thirty (30) years for Quality System records (internal audits, management reviews, supplier surveys, etc.)
- iv) The period specified for time sensitive products (shelf life)

f) Upon Tromtech's request, Seller shall forward such records to Tromtech at no cost to Tromtech. Seller shall require control of quality at all points necessary to assure conformance to this PO's requirements, whether performed by Seller or by Seller's sub-tiers.

- i) Records may be stored in electronic (if backed up regularly using a documented process) or hardcopy (if protected from damage) format
- ii) The seller is responsible for ensuring that records remain legible, readily identifiable and retrievable.
- iii) The seller is responsible for the transfer of records to Tromtech in the event that the seller will no longer be in operation or no longer performing the process.

g) Seller's documented quality system shall provide for the review of this PO to ensure that quality requirements are incorporated into manufacturing planning, and inspection and test instructions, as applicable, to assure compliance with this PO. Unless otherwise authorized by Tromtech in writing, upon request by Tromtech, Seller shall provide all Seller records, reports, specifications, drawings, inspection and test results and other documentation.

h) Seller's are hereby subject to inspection by the a regulatory agency of any product or process. Tromtech and its customer shall have the "Right of Entry" to review the procedure, process, records or material at the seller's facility, including its subcontractor during normal business hours.

i) Seller's shall flow down all Tromtech PO requirements to all their suppliers, and to their sub-tiers. Seller and their sub-tiers are responsible for compliance with all Tromtech's requirements specified on the PO.

j) If this agreement requires either party to obtain government-approved export authorization to facilitate activities and obligations set forth under this agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization.

k) Where known, or where Seller is the design authority for the Technical Data, Goods, or Services that are subject to this agreement, Seller shall provide Tromtech with the application Harmonized Tariff Schedule Number (HTS) code, or the Export Control Classification Number (ECCN).

l) Seller shall notify Tromtech immediately if it changes its manufacturing facility location or changes in its external providers.

## **2. General Requirements**

- a) The Seller shall acknowledge, in writing, acceptance of a Tromtech Purchase Order. Tromtech will place a requested delivery date on the PO. The Seller will be expected to confirm the delivery date that is attainable.

- b) After confirming a delivery date, if it appears that this commitment will not be met, the seller shall inform Tromtech of the proposed delay. Please do this as soon as there is awareness of possible slippage.

### **3. Control of Processing Nonconforming Material and Corrective Action**

a) Seller shall implement and maintain a system, which provides for identification, documentation, segregation and disposition of nonconforming material; the prevention of use of suspected unapproved, unapproved, and counterfeit parts, and shall ensure effective, positive corrective action is taken to prevent, minimize, or eliminate nonconformance. Seller's system shall ensure that non-conforming material is not used for production purposes.

b) Tromtech requires that Seller requires their external providers to apply appropriate controls to their external provider to ensure that requirements are met.

c) Seller shall notify Tromtech of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain Tromtech's approval.

d) Seller shall maintain records of all nonconforming material, dispositions, assignable causes, corrective actions, and effectiveness of corrective actions for the period specified in this PO.

e) Seller shall evaluate each nonconformance for its potential to exist in previously produced or delivered Items. If a nonconformance exists, Seller shall notify Tromtech in writing, within 24 hours.

f) Tromtech shall forward requests for corrective action, if required, to Seller when unsatisfactory performance by Seller and/or any of its subcontractors is detected by Tromtech. Seller shall respond to all Tromtech requests for corrective action. When requested by Tromtech, Seller shall provide on Seller's company letterhead, a response showing actions taken within their process to correct such nonconformity and action taken to preclude recurrences.

g) If Seller does not respond to Tromtech's request for corrective action, within 30 days of receipt of the nonconforming item(s), the Seller shall be deemed to have accepted responsibility for the identified nonconformance. Payment under this PO may be withheld pending receipt and approval of the corrective action by Tromtech.

### **4. Inspection Requirements**

- a) Foreign Object Damage Prevention (FOD)
  - i) The seller shall implement a FOD program including establishing procedures to implement into the quality management system. The FOD program shall include as a minimum:
    - 1) Practices are in place to detect foreign objects in order to eliminate the cause which can include, but is not limited to burrs, blast media, grind equipment, manufacturing chips, packaging dust/debris, cleaning solution, abrasives, airborne debris.
    - 2) Food and drink are removed from the final cleaning and part packaging area.

- 3) A review of all processes to ensure cross contamination does not occur from processes next to other processes.
  - ii) A training program is established and implemented for the detection and removal of FOD. Training records shall be maintained on file.
  - iii) Removing items that are not necessary for the manufacture/process of the immediate item are not in the work area.
- b) First Article Inspection
  - i) Tromtech may request a first article to inspect prior to processing parts/process First article documentation shall be maintained on file
- c) Final Inspection
  - i) Final inspection data shall be maintained on file. Tromtech may request this data with each shipment
- d) Sample Retention
  - i) The seller shall maintain required test coupons or samples that are traceable to the lot/batch that they were processed with. The test coupons or samples will be submitted to Tromtech when requested.
- e) Statistical Process Control (SPC)
  - i) The seller is encouraged to use SPC as defined in ANSI Z1-1 to reduce the variation within processes
- f) Sampling Plan C=0
  - i) It is acceptable to use a sampling plan for inspection. The lot acceptance is C=0. The seller shall be able to satisfactorily justify sampling upon request
- g) Control of Monitoring and Measuring Equipment
  - i) Monitoring and Measuring equipment shall be controlled in order to ensure product/processes verified or validated with the equipment conforms to specified requirements.
  - ii) Monitoring and Measuring equipment shall be calibrated at specified intervals, prior to use, against measurement standards traceable to NIST.

## 5. Tromtech's Ethics Requirements

a) All Sellers to Tromtech are expected to conduct their affairs in accordance with the following principles:

- 1. Obedience to the law,
- 2. Always acting in good faith,
- 3. Maintaining a healthy workplace built on trust, mutual respect, and integrity
- 4. Communicating openly, respectfully, and effectively
- 5. Constant consideration of the impact of our decisions on our stakeholders, both up and down the supply chain.

b) As an international organization, Tromtech recognizes that inherent differences with regards to law, politics, economics and culture exists within each country we chose to conduct business with. We are committed to conduct our affairs in each country fairly and humanely. We expect this from all our suppliers as well.

c) All Sellers to Tromtech are prohibited from engaging in corrupt practices such as bribery, extortion, espionage, fraud, and theft.

d) Additional Awareness Requirements

Sellers shall ensure that their employees are aware of:

1. Their contribution to product or service conformity,
2. Their contribution to product safety, and
3. Their contribution to the importance of ethical behavior.

Acceptance of any Tromtech Purchase Order constitutes acceptance of and a promise to adhere to the terms and conditions thus mentioned.

## **6. Tromtech's Counterfeit Materials Policy**

- a) All sellers to Tromtech shall comply with Tromtech's counterfeit material policy in (b). Discovery of counterfeit parts will result in the seller becoming disapproved from future business with Tromtech.
- b) Tromtech understands there is a worldwide problem concerning counterfeit components entering the supply chain and is committed to sourcing components and materials from companies that share our values.
  - i) Tromtech is committed to provide quality products, and Tromtech and its suppliers will procure its components from the following sources:
    - 1) OEM Direct
    - 2) OEM Authorized Distributor
    - 3) OEM Authorized Agent/Representative
  - ii) Where components are obsolete or allocated/hard to find, Tromtech will purchase only from known and reputable sources. In an effort to mitigate our exposure to counterfeit components, the purchasing directive is to procure products only through customer approved suppliers, when preferred approved suppliers exist.

## **7. Tromtech's Conflict of Minerals Policy**

- a) All sellers to Tromtech shall comply with Tromtech's conflict of minerals policy in (b). Discovery of violating this policy will result in the seller becoming disapproved from future business with Tromtech.
- b) Tromtech will only knowingly purchase DRC Conflict Free material for all of our customers' requirements.
- c) DRC Conflict Free is defined to mean products that do not contain Conflict Minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo.
- d) Conflict Minerals are defined as those materials which include the following elements:
  - i) Cassiterite (Tin)
  - ii) Wolframite (Tungsten)
  - iii) Coltan (Tantalite)

- iv) Gold
- e) Tromtech and its suppliers will only knowingly purchase materials from Conflict Free Smelters to eliminate the risk of conflict materials entering into its supply chain by implementing the following steps:
  - i) Continued engagement with our raw material suppliers to conduct reasonable due diligence of products purchased
  - ii) Inclusion of conflict mineral compliance language in Tromtech's terms and conditions referenced in purchase orders

## **8. Tromtech's Safety Policy**

- a) All sellers to Tromtech shall comply with Tromtech's safety policy in (b). Discovery of violating this policy will result in the seller becoming disapproved from future business with Tromtech.
- b) Tromtech is dedicated to compiling with all federal, state, and local environmental requirements and occupational health and safety laws and regulations. It is our goal to be an industry leader in environmental, health, and safety performance. Tromtech expects the same commitment to safety in its suppliers.
  - i) Tromtech is committed to implementing, developing, and improving strategies, management systems and processes to ensure all our manufacturing activities uphold the highest level of safety and environmental protection as well as the prevention of wasteful, inefficient operations, and damage to property and equipment. Each individual from top management to machinist is responsible for the safety and health of those persons in their charge and coworkers around them. By accepting mutual responsibility to operate safely, we will contribute to the wellbeing of all personnel within the Tromtech organization.
  - ii) *Safety is no accident.*