



Phoenix Heat Treating, Inc.
Intelligent Heat Treating®

FM 03-02 Vendor Terms and Conditions

Rev. C

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General Information: This document establishes the quality provision guidelines for use in production of Phoenix Heat Treating (Buyer) orders. The vendor is responsible for complying with the general requirements outlined in this document and specific requirements identified in the purchase order.

Quality Management System and Approval:

Vendor accreditation or compliance to the applicable requirements of ISO9001/AS9100 is preferred but not required.

If calibration services are being provided, Vendors must meet the requirements of ISO 10012, ISO 17025 or ANSI/NCSL Z540.3. Accreditation is preferred.

Special Process certification: All Special Process Suppliers in the supply chain shall be Nadcap accredited or approved by end customer for the following special processes: Materials Testing Laboratories and Nondestructive Testing.

Product Acceptance: Vendor shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of the Order. If sampling is used as a means of product acceptance, the sampling plan must be justified based on recognized statistical principles and meets or exceeds the relevant PHT customer requirements (e.g. SPOC 128, Pratt ASQR 20.1).

Vendor warrants goods do not contain any substances regulated as a substance of very high concern (SVHC) in Annex XIV of the EU Registration, Evaluation, Authorization of Chemicals (REACH) directive, unless explicit notification is provided to Buyer in advance and subsequently as new substances are added to the REACH and Annex XIV and Candidate List periodically.

Specifications: Buyer requires its vendors to supply product to the specific military/aerospace standards specified on its purchase orders and to the latest revision, unless otherwise documented and authorized.

Right of Access: Buyer requires its vendors to provide right of access to both their facilities and records. Buyer reserves this right for our customer and any other regulatory authorities.

Buyer Owned Materials: If Buyer provides fixture, measurement equipment, or material ("items"), it shall only be used for the purposes of the Buyer's Purchase Order. Vendor shall, upon discovery, provide notification to Buyer if any Items are lost, damaged, or destroyed.

Nonconforming Materials: Vendors will notify the Buyer of nonconforming processes, products, or services and obtain approval for their disposition. Vendors will also notify Buyer when nonconforming product is detected after delivery. Buyer may request a written report of the Vendor's investigations, conclusions, and corrective action plan to mitigate recurrence of nonconformance.

Counterfeit Prevention: Vendor represents that it shall not furnish "counterfeit goods" to Buyer, defined as an unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.

Changes to process, product, service, or location: Vendors will notify Buyer of changes in their product or process definition and where required obtain company approval. Written notification is required for any significant changes to Vendor's Quality Management System (QMS) on record at the time of approval, Certification Status, Management location or ownership.

Record Retention: All records that pertain to this PO must be kept at your facility for a minimum of 10 years. After the retention period, records may be destroyed in a secure manner.

Sub-Contracting & Flows downs: Subcontracting of any part of the Purchase Order by the vendor requires Buyer written consent. Where appropriate vendors will flow down to the sub-tier vendors the applicable requirements including customer requirements.

In the case of any subcontracting or approved delegation of any of its responsibilities or obligations hereunder, Vendor shall perform all supply chain management activities that are necessary for the on-time delivery of Goods and/or Services conforming to the requirements stated in the Purchase Order. Vendor shall be solely and fully responsible for monitoring said vendors under all provisions of the applicable subcontracts, and for ensuring that each of its vendors complies with the requirements set forth herein.

Where critical processes, characteristics, or features are performed outside the Vendor's facility, the Vendor is responsible for ensuring Sub-tiers have an adequate Quality Management System and flow-down of applicable material, processes and testing requirements as defined by Phoenix Heat Treating and/or their customer.



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Products & Services for Aviation, Space, & Defense

Vendors providing products and services to the Aviation, Space, and Defense industries will ensure that their team members are aware of their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior.

DPAS Rating

If a DPAS rating is shown on the face or any line of this purchase order, then: this is a "DPAS rated" order certified for national defense use, and you are required to follow all the provisions of the defense priorities and allocations system regulation (15 CFR 700). All "DPAS rated" orders must be accepted or rejected as follows:

- a. "DX" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 10 working days after order receipt.
- b. "DO" rated POs must be accepted or rejected in writing (hardcopy), or in electronic format, within 15 working days after order receipt.
- c. Rejection of "DO" or "DX" orders must be in writing (hardcopy), or in electronic format, giving the specific reason for the rejection.
- d. If, after acceptance of this order, vendor subsequently finds that shipment or performance will be delayed, vendor must notify the buyer immediately in writing (hardcopy), or in electronic format, give reasons for the delay, and advise of a new shipment or performance date.

If both DPAS rated and unrated PO quantities are reflected in this order, you are only required to follow the DPAS regulation as it pertains to the DPAS rated quantities.

Information Security Practices

If technical information related to defense product is shared with the vendor, then this term applies.

In accordance with DFARS 252.204 7008, FAR 52.204-21, DFARS 252.204-7012, DFARS 252.204-7019, DFARS 252.204-7020, and DFARS 252.204-7021 and Technology (NIST) special publication (SP) 800 171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" security requirements apply.

Vendor shall indicate whether deviation from any of the security requirements are in effect during the performance of the purchase order by the vendor or contractors at any tier.

Trades/General Subcontractors

Tradesmen and General Subcontractors shall have evidence of competence on file, including any required qualification of persons performing work at the Buyer's facilities. Records of competency and/or qualifications of personnel shall be made available to Buyer upon request.

Thermocouple/ Sensor Purchases

All sensors (thermocouples) must meet the requirements of AMS 2750 special limits.

All sensors (thermocouples) must meet and be certified to AMS 2750, ASTM E-230, and BAC 5621.

For sensor/thermocouple purchased in rolls – calibration between the highest and lowest calibration reading shall not exceed 2° F.

Revision History	Revision Letter	Date
Release	A	04/06/2021
Added revision history table. No change to content.	B	04/09/2021
Added Thermocouple flow down requirements	C	05/20/2021