KLW Manufacturing (KLW) Standard Terms and Conditions establishes product assurance requirements and is intended to assure that all goods and services delivered to KLW conform to KLW and customer requirements.

The acceptance of the Purchase Order, either in writing or by action, shall constitute agreement to these requirements. In the event of any discrepancy between the Purchase Order and the requirements of this document, the terms and conditions of the Purchase Order shall take precedence. Verbal communication differing from these or Purchase Order requirements must be followed up by a revised PO or email record.

Title	Description
Supplier Performance	Supplier OTD and Quality performance is monitored and for suppliers not meeting minimum requirements, KLW may issue a CAR, request a Process Improvement Plan or other means to identify root cause and actions taken to improve performance in order to maintain approval status. Supplier leadership is to foster a Quality Culture. Supplier is to evaluate whether global climate change is a relevant issue to them and relevant interested parties.
Qualification	Supplier personnel shall be competent, qualified, and certified to perform work, as applicable, to the specifications listed in purchasing documents (purchase order, drawings, etc.)
On-site Presence	Purchase Order will specifically define verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises
Documentation	Supplier shall provide with each shipment, documentation identifying KLW PO, part number and quantity of parts returned. Supplier shall accomplish work to the latest version of any and all standards and specifications referenced on purchase order and associated documentation unless stated otherwise including supersession.
Document Control	Information and property provided by KLW, or its customers, is considered proprietary and shall be kept confidential and protected from disclosure. Supplier shall not transmit or furnish any proprietary information to anyone outside of the Supplier's business organization except to a sub-tier source used by the Supplier for performance of work on the KLW purchase order. All documentation issued and any unused KLW material/components must be returned to KLW upon completion or cancellation of the purchase order.
Quality Records	Records which are the property of, or pertain to, KLW contracts or POs, are not disposed of without KLW written consent. Records shall be legible and stored in a suitable environment to prevent damage, deterioration, or loss.
Ethical Behavior	Supplier shall communicate to its employees to ensure they are aware of: • their contribution to product or service conformity • their contribution to product safety • the importance of ethical behavior
Human Rights	Seller commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which KLW may elect to cancel any open orders between KLW and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of KLW for an Event of Default under this Contract/Agreement.
Quality Management System	Supplier should maintain a QMS that conforms to AS9100, ISO9001, ISO 17025, Nadcap AC700, A2LA or other industry accepted 3rd party accreditation.
Right of Entry	Supplier shall grant reasonable access of the Supplier's facilities to representatives of KLW, its customers, US government and/or regulatory agencies for the purpose of evaluating Suppliers' conformance to all purchase order requirements. This shall include all levels of the Supplier's sub-tiers facilities.
Special Requirements	Engineering identified special requirements, critical items, or key characteristics shall be verified. All test, inspection, and verification (including production process verification) activities must be completed prior to shipment and a record retained. Supplier is to ensure that any monitoring, measurement and test equipment is fit for purpose, identified to status and calibrated as applicable.

Statistical Acceptance	The statistical techniques for product acceptance and related instructions for acceptance by the supplier when sampling is used as a means of product acceptance, shall be justified on the basis of recognized statistical principles and appropriate for use. When sampling is utilized C=0 acceptance shall be applied. No other sampling allowed. Compliance to AS9138 preferred.
No Substitutions / Changes	Unless authorized in writing by KLW, the Supplier shall not make any substitutions or changes to processes or materials. Items furnished under this Purchase Order shall be identical in fit, form, and function to product previously accepted by KLW. Supplier shall notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval.
Sub-contracting	No sub-contracting is allowed without KLW's written permission. The Supplier shall use customer-designated or approved external providers, including process sources. The Supplier is responsible for meeting all the requirements, whether the Supplier performs the work, or the work is performed by the Supplier's sub-tier sources. The Supplier is responsible for ensuring that all applicable requirements are flowed down to any Sub-tier Supplier used.
Non-conformance	Any products found to be nonconforming to KLW purchase order requirements, either by the Supplier or the Supplier's sub-tier sources, shall be segregated and identified prior to delivery to KLW. KLW reserves the right to reject and return any non-conforming products to the Supplier at the Supplier's expense. If the Supplier has determined that non-conforming product(s) have been delivered to KLW, the Supplier shall notify KLW within twenty-four hours of the initial discovery. Written notification shall include: • Affected product number(s), affected serial number(s) or date codes. • Description of the non-conforming condition and the affected engineering requirement. • Quantities and dates of deliveries.
FOD	Supplier shall establish and maintain a FOD prevention program. Conformance to AS9146, NAS412 or other industry accepted practice encouraged.
Certificate of Conformance	A Certificate of Conformance, when supplied, should include as a minimum: • Company Name and Name of Authorizing Person. • Purchase Order Number • Part Number or Description • Manufacture Date. • Manufacturing/Material Spec (as required) • A statement of compliance that shall be worded substantially as follows: "This is to certify that all materials, processes, parts and/or assemblies shipped herewith under subject purchase order conform to the specifications as called out on the purchase order and associated documents."
AAM	Supplier shall comply with AS/EN/JISQ 9100 and 14CFR 21.2 requirements regarding the application of Acceptance Authority Media (AAM) requirements.
First Article	When required as listed on the PO, Supplier shall perform First Article Inspection (FAI) in accordance with AS9102 (latest revision). FAI Reports, including delta/partial FAIs, are to be supplied when requested to KLW for all first article parts. Supplier shall furnish FAI supporting documentation (material certs, work orders, etc.) upon KLW's request. Supplier shall flow down the substance of this clause to all subcontracts awarded.
Certificate of Analysis	Raw materials must be procured from a "Conflict Minerals" free source IAW Dodd-Frank Act section 1502. A Certificate of Analysis stating compliance meeting the requirements of applicable material specifications is required with each shipment for all parts, materials, or process performed.
Time Sensitive Materials	Supplier shall include the type of material, manufacture date, expiration date and lot or batch number. Supplier shall ensure 75% shelf life remains on shipment.
Counterfeit Parts	Supplier shall have in place a program to avoid, detect, and mitigate counterfeit parts and materials. Suppliers should reference AS6174 and/or AS5553 as applicable for guidance. Suppliers shall flow down counterfeit parts program reqc101quirements to their applicable sub-tiers, especially but not limited to: • Electronic parts

	• Raw Materials Suppliers • Distributers
Ozone Substance	Supplier shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows: Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere. * Supplier shall insert the name of the substance(s)
REACH and RoHS Compliance	Supplier shall ensure that product and processes are in full compliance with the current requirements of the Restriction of Hazardous Substances (RoHS) Directive and the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) Regulation
Calibration Suppliers	By delivering products or services on the purchase order, the Supplier certifies that such products or services comply with all applicable requirements of the Purchase Order and that all measurements are traceable to NIST. Frequency of calibration will be as listed on the purchase order. Criteria and tolerance default to the manufacturer's recommendations unless otherwise stated.