

Micron Machine Terms and Conditions

GENERAL REQUIREMENTS

1. During contract performance, the supplier shall grant reasonable access to suppliers' facilities to representatives of Micron Machine Company (buyer), the buyer's customers, US Government and/or regulatory agencies for the purpose of evaluating supplier's conformance to all contract requirements. When applicable, the access requirement shall be flowed-down by supplier to suppliers' sub-tier sources.
2. Supplier must have a quality system in place at the time a contract is issued. It is beneficial if supplier is in compliance with AS9100 or ISO9001. Suppliers of services other than "special" processes are required to provide a complete first article.
3. For buyer designed or controlled parts and material, Material Review Board (MRB) authority is NOT granted. Any deviations to buyer engineering specifications must have buyer MRB approval prior to shipment. Any deviations to contract requirements must be coordinated with buyer before shipment. Supplier must include a copy of the MRB disposition for each item contained within each shipment of product. Supplier document submitted for MRB request shall contain information in accordance with Section 17 of this document. In the event an item has received MRB disposition for quantities that would affect multiple shipments, a copy of the MRB must be contained within each individual shipment.
4. Acceptance of material, provided in response to buyer purchase orders, shall be contingent upon approval by buyer Quality Assurance.
5. Supplier will notify buyer when discrepancies in the supplier's process or product are discovered or suspected that may affect parts of assemblies Supplier has delivered or will deliver under a buyer purchase order.
6. Supplier will notify buyer when changes occur that will affect the quality system (address/location, quality system approval, company name change, change in ownership, etc.).
7. Supplier will comply with requirements of the buyer quality requirements as specified on the buyer purchase order. The supplier will flow down all of the applicable requirements to the sub-tier supplier level.
8. The terms hereof constitute material provisions of any buyer Purchase Order issued for material furnished by the supplier.
9. The shipment of materials to buyer by supplier shall constitute acceptance by supplier of the terms hereof of any buyer purchase order issued for purchase of such materials.
10. Item(s) supplied shall comply with the revision listed on the applicable buyer purchase order. The revision level stated on the purchase order corresponds to buyer's customer part number which is stated as "Must meet requirements of . . ." If the stated revision level IS NOT the latest revision for the item(s) being supplied, supplier will contact buyer so the appropriate corrections can be made to the purchase order.
11. Supplier shall be required to provide buyer with current drawings, prints, technical, and/or data sheets when the: a) buyer purchase order for an item is the first time buy, or b) Revision of items being supplied to buyer has changed from previous shipments (This requirement is not applicable to buyer's customer standard drawings).
12. Unless otherwise expressly provided in this purchase order, all Special Property, and all tangible and intangible property furnished to Seller by Buyer, or based on or derived from Seller's confidential or otherwise proprietary information, or produced or purchased by Seller at Buyer's expense, for use in Seller's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Buyer. For purposes of this purchase order, "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, blue prints, engineering drawings, travelers, work orders, electronic files, information or similar items used in Seller's performance of this purchase order that are especially acquired for Seller's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the goods or the rendering of the services referenced in this purchase order. Absent express agreement to the contrary, the amounts charged by Seller pursuant to this purchase order shall include payment for all Special Property.
13. Supplier is to have a counterfeit part prevention and process in place.
14. Where goods and services to be delivered to buyer involve technologies and/or processes in terms of technical knowledge, which are subject to US (re-)export regulations (ITAR), the European Dual Use regulation or to the German Export Control List, seller shall be obliged to inform buyer in writing about this circumstance.
15. Supplier shall make all persons contributing to completion of contract aware of their contribution to product or service conformity, contribution to product safety and importance of their ethical behavior.

DOCUMENTATION REQUIREMENTS

16. Supplier will provide a Certificate of Conformance with each shipment that the material and/or finished parts meet specified order requirements and that applicable records are on file subject to examination. As a minimum, the certification must contain the following information: a) Purchase order number. b) Part number stated on buyer purchase order as "MUST MEET REQUIREMENTS OF . . ." I.E. Mil-spec or commercial part number. c) Manufacturer's name, manufacturing/assembly address, part number. d) Supplier's name and address. e) Lot number, batch number, data code, serial number, etc. of item(s) supplied. f) Quantity of product supplied (quantities corresponding to multiple lots, batches, or date codes are required to be stated on the Certificate of Conformance. Multiple serial numbers require the range or individual numbers to be stated on the Certificate of Conformance. g) Revision level of applicable drawings, specifications, prints of item(s) being supplied. h) Authorized representative signature. i) Shelf life, cure date, expiration date, as applicable, to the item(s) being supplied.
17. Provide Material Safety Data Sheets (MSDS) and/or certificates of compliances for restricted, toxic or hazardous substances.
18. Supplier agrees to furnish copies of test reports, first article inspections, chemical and physical test values and/or control data when required by the applicable specifications for the item(s) being supplied and/or when requested by buyer, buyer's customer, or regulatory authorities. All data from the supplier and sub-tiers shall be documented and supplied in English.
19. Supplier will maintain quality records for a minimum of 7 years after the requirements of the purchase order have been fulfilled.
20. Supplier must notify buyer's quality department of nonconforming product and make proper arrangements for approval.
21. Supplier nonconformance/rejection report submitted for MRB request shall contain, at a minimum, the following information: A clear identification and description of the part(s). b) Provide space for disposition and authorizing signature(s). c) Describe the nonconforming condition with reference to the "should be" and "is" conditions. d) Include sufficient detail to provide a thorough description of the condition. e) Include a statement of the cause of the nonconformance and the corrective action taken to prevent recurrence (if any).
22. If this Purchase Order indicates, or if Seller is otherwise informed, that it is issued under a U.S. Government prime contract or subcontract, such as by the inclusion of a DPAS rating, seller is required by contract, to maintain compliance of such orders and is to be integrated into production planning and control system.

SHELF LIFE/TEMPERATURE SENSITIVE PARTS/MATERIAL REQUIREMENTS

23. The shelf life and expiration date of parts/materials subject to degradation with age or varying temperatures must be clearly stated on the certification and packaging as required per the applicable specification. Parts/materials shall have the appropriate amount of shelf life remaining at time of receipt by BUYER. Amount of required shelf life is specified on the buyer purchase order.
24. If a part/material must be stored at specific temperature ranges to maintain shelf life, these temperature ranges must be specified and clearly stated on the certification and marked on the packaging as required per the applicable specification.

DISTRIBUTOR REQUIREMENTS

In addition to the above stated requirements, distributors must also comply with the following:

25. Distributor must supply a copy of the original manufacturer's signed Certificate of Conformance for each item supplied to buyer.
26. The manufacturer's Certificate of Conformance must meet the requirements of Section 12 of this document. (Exception – buyer's purchase order number and quantity ordered should be listed on the Distributor's Certificate of Conformance).
27. Distributor will supply a copy of the original manufacturer's test report/data when required by the applicable part specification of the item(s) being supplied and/or when requested by buyer.

FOREIGN OBJECT DAMAGE

28. Seller shall maintain a FOD prevention program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention.
29. Whenever and/or wherever FOD entrapment or foreign objects can migrate, seller shall ensure that applicable foreign object requirements are flowed down to seller's subcontractors at every tier.
30. Prior to closing inaccessible or obscured areas and compartments during assembly, seller shall inspect for foreign objects/materials and ensure no FOD barriers remain embedded, e.g. embedded protective plugs. Seller shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD. By delivering Items to buyer, seller shall be deemed to have certified to buyer that such Items are free from any foreign materials that could result in FOD.