

## STANDARD TERMS AND CONDITIONS OF C.A. SPALDING COMPANY (BUYER) FOR SUPPLIERS

- All products ordered under this purchase order shall meet the applicable drawings, specifications, standards, and purchase order requirements. Supplier shall subject all products to inspection and test to ensure products meet all the above requirements.
- 2. Supplier purchased materials shall comply with all applicable government and safety requirements.
- 3. Supplier shall at a minimum maintain a quality management system which complies to the applicable ISO or AS series quality standards and specifications which complies with where appropriate to the type of products being supplied.
- 4. Supplier shall ensure that all personnel assigned to perform the services required for the products ordered on this P.O. are capable, skilled, qualified, and competent.
- 5. If any nonconformance is found after shipment of products, supplier shall notify C.A. SPALDING COMPANY (SPALDING).
- 6. For any of SPALDING materials sent to you for processing, supplier shall notify SPALDING of any nonconforming product and obtain SPALDING approval for disposition.
- 7. No nonconforming product shall be supplied to SPALDING without written consent our quality department
- 8. Supplier shall notify SPALDING of any changes to product and/or process definition and obtain prior approval before shipping.
- 9. SPALDING shall have the right of entry to all suppliers & sub-suppliers involved in this order and reserves the right to conduct an on-site audit of Supplier's Quality System, and to verify all applicable documents. The same right is extended to its customers and the regulatory agency representatives when needed for verification, validation, or auditing.
- 10. Supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing document, including key characteristics where required.
- 11. Suppliers shall ensure tools and equipment used for final acceptance are calibrated to NIST standard or equivalent.
- 12. Supplier shall ensure the Foreign Object Debris/Damage (FOD) if any is removed before the shipment wherever applicable will flow down this requirement to its sub-tier suppliers
- 13. If the order falls under the regulation of ITAR (International Traffic and Arms Regulation). All manufacturers, exporters, brokers of defense articles, defense services or related tech data are required to register with DDTS (Director of Defense Trade Controls) All license requirements imposed by ITAR are the sole responsibility of the subcontractor in possession of the purchase order.
- 14. The supplier certifies that all products supplied against the purchase order fully comply. Supplier shall provide test samples for approval, inspection, verification or auditing.
- 15. The supplier shall retain documents related to products or services for a minimum or 7 years except otherwise noted on P.O. Suppliers must ensure sub-tier suppliers are approved and evaluated.
- 16. Suppliers shall ensure all sub-tier suppliers' performance are monitored and controlled and all providers interactions with the organization are approved.
- 17. Personnel Awareness: Supplier is required to ensure that personnel are aware of:
  - a. Their contribution to product or service conformity
  - b. The importance of ethical behavior
  - c. Their contribution to product safety