



02.June.2021

**Additional Terms and Conditions for Suppliers of Raw Materials
and Services Involving Metal Forming, Machining, and Special Processes**

This document is only applicable to Suppliers of materials and services used by Nu-Tech to create production items. This document is supplemental to specific contractual agreements negotiated with a Supplier and CF-93 General Terms and Conditions of Purchase detailed at www.nutechpm.com. In the event of a conflict between any of the terms contained herein and other documents the negotiated Purchase Order will take precedence. The Supplier is urged to review the requirements herein upon receipt of the PO and contact Nu-Tech should they be unwilling or unable to comply with any of the terms detailed below.

1. The Supplier has been chosen because they have a Quality Management System (QMS) approved by Nu-Tech. The Supplier shall notify Nu-Tech within 3 working days of any loss of registration/certification of quality approvals or if changes have been made to the Quality Management System after Nu-Tech has approved that QMS by audit. The Quality Management System as recognized by Nu-Tech will be applied to the products supplied to the Purchase Order.
2. The Supplier will tender to Nu-Tech only those items that have been inspected and are found to be in 100% conformance with Purchase Order requirements, unless the procedures in 10 are followed. The Supplier should review the Nu-Tech PO and all specifications invoked. Prior to commencing work the Supplier will resolve any conflicting PO/Specification issues with Nu-Tech and identify and resolve any exceptions to the scope of work with Nu-Tech.
3. Suppliers will prepare verifiable and lot traceable quality records that represent that the items meet and/or exceed all Purchase Order requirements. These records shall be available to Nu-Tech, Nu-Tech's customers and/or regulatory authorities upon request. The records shall be retained by the Supplier in a manner which protects them from fire and damage and not be disposed without prior authorization from Nu-Tech. Suppliers must maintain all records made in conjunction with the Purchase Order for a minimum period of 10 years, unless otherwise specified on the Purchase Order.
4. Nu-Tech, its Customers, and regulatory bodies shall have the right to access the supplier's premises to inspect and/or test the material or finished product. It may also be necessary to access the Supplier's manufacturing operations for audit and/or process verification. Under such circumstances the Supplier agrees to provide such access at no extra charge.
5. Suppliers shall contact Nu-Tech and obtain agreement prior to subcontracting any portion of the scope of work or supply. The Supplier is required to report both the Subcontractor name and location of the specific facility is being subcontracted to, and the Supplier plans to verify the work performed by their subcontractor is compliant with all of Nu-Tech's requirements. Nu-Tech will evaluate and, if satisfied, approve the supplier. The subcontractor may not be used for the scope of work unless this Nu-Tech approval has been obtained. In some instances Nu-Tech will be required to obtain Non Disclosure Agreements from the Supplier's Subcontractors and information is not to be passed on until such conformation is obtained. The Supplier will ensure that Subcontracted work is only performed at the named site. Approved Subcontractors may not further subcontract any portion of the work. Further it is the Supplier's responsibility to flow down all applicable Nu-Tech requirements including specifications, drawings, key characteristics etc... to its subcontractors. No configuration changes may be made to any of these documents.

Suppliers of special processes are not permitted to subcontract any portion of the direct work that is classified as a special process. Other portions of the work may be subcontracted following the instruction in the paragraph above.

6. Should product testing be required to be subcontracted it will be performed by ISO/IEC 17025 accredited test labs or at test labs approved by Nu-Tech. NDE testing will only be performed to procedures prepared by Level III individuals as certified in the USA through SNT-TC-1A and in Canada via CAN/CGSB 48.9712. All NDE results will be reported via written reports approved by Level II or III individuals.
7. Selected items may require manufacturing and processing plans to be submitted to Nu-Tech which will require approval before work commences. All such items will be identified on the Nu-Tech Purchase order.
8. The Purchase Order will detail the revision level of the specification. Where no revision level is listed the Supplier will work to the latest revision of the specification.

9. All special processes will be performed to written procedures which have been qualified, and performed by trained and qualified personnel. Nu-Tech may require that these procedures be submitted for approval prior to starting the work.
10. The Supplier must have a program in place to detect and prevent the use of counterfeit or suspect parts and materials. Substitution to brand names specified in the purchase documents may not be made without Nu-Tech's prior approval.
11. All products identified as "aerospace" will require first article inspection to the current revision of AS9102. The Supplier will supply inspection and test reports on 100% of the drawing or specification features in the scope of the Supplier's supply. These reports will be shipped with the first article piece.
12. Product may be re-worked to PO requirements or scrapped without Nu-Tech approval providing the re-work is within the limits of the PO or specifications. No product shall be weld repaired at any stage of operation. Non Conforming product may not be repaired or used by the Supplier or its Sub Suppliers without first receiving approval from Nu-Tech's Quality Assurance Department.

Suppliers shall identify all non-conforming products to Nu-Tech as soon as practical. Nu-Tech will forward a Supplier Concession Request (form CF-39A) and Corrective Action Request (form CF-67) to the Supplier. The following information will be required for CF-39A:

- Nu-Tech Purchase Order Number
- Supplier Name
- Supplier product or Batch number
- Quantity non-conforming
- Details as to the specified requirement and actual result of the non conforming characteristic
- Photos or sketches as appropriate
- A suggested corrective action if any to salvage to product

The following information will be required for CF-67:

- A root cause of the non-conformance
- Actions taken by the Supplier which will prevent a re-occurrence

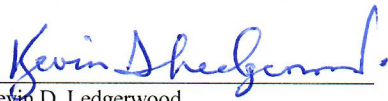
Non-conforming items and documentation shall be identified with reference to form CF-39A. Where repair or rework has been authorized by Nu-Tech a signed copy of CF-39A indicating the required work has been completed will be included with all documentation required by Nu-Tech.

Non-conforming items discovered by a Supplier or their sub Supplier after product has been shipped to Nu-Tech are required to be disclosed to Nu-Tech within two business days of discovery. All such communication shall be documented (email or letter) and include information on the specific non conforming condition and the specific identification of the products effected. Supplier Concession Requests and Corrective Action Request forms will be generated as above to deal with the situation.

13. Where materials / parts are supplied to a Supplier by Nu-Tech for processing the Supplier will confirm that only those materials will be used to satisfy the requirements of the PO. Nu-Tech's supplied product will be stored and controlled in a manner to prevent damage and unauthorized use. Suppliers of these products will supply Nu-Tech a Certificate of Conformance (C of C) with the goods containing the following information:
 - Supplier name and address
 - Name and address of any other Supplier involved in the manufacture of the goods and the scope of their supply
 - Date of certification
 - Nu-Tech Purchase Order Number
 - Identifying lot/serial numbers
 - Drawings and or specifications to which product conforms to
 - Quantity of parts certified per lot number
 - Nu-Tech raw material serial number and/or heat number as provided
 - NCR numbers if any
 - Copies of Heat treat charts, NDE results, procedures and qualifications if applicable

14. Suppliers of raw materials or parts produced from materials not free issued by Nu-Tech shall provide C of C's containing the following information:
- Date
 - Nu-Tech Purchase Order Number
 - Part Number
 - Quantity
 - Specification(s)
 - Lot/Heat number
 - Results of chemical, physical, mechanical, and corrosion tests as applicable
 - Details of heat treatments performed, heat treat charts and procedures if applicable
 - Details of NDE results (if performed) with the procedure used and name and qualifications of the individual performing the test
 - Authorized Supplier representative, name, signature, and date.

Prepared and Approved by


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Quality Assurance Manager

