

SUPPLIER TERMS & CONDITIONS

Rev.

Release Date **11/11/19**

<u>General</u>: Ximpak, Inc. operates under a Quality Management System compliant with Nadcap AC7004. As a supplier to Ximpak, Inc., it is understood that by acceptance of a Ximpak, Inc. Purchase Order (PO), your organization agrees to meet the requirements listed below. In this document, "supplier" refers to the company or entity Ximpak, Inc. contracts with, via a PO, to provide raw materials, products, or services that impact Ximpak, Inc.'s ability to meet its customer's requirements.

- 1. By accepting a PO, a supplier commits to meet Ximpak, Inc.' requirements contained therein, including:
 - The use of approved products, services, sub-suppliers, methods, processes, and equipment
 - Criteria for testing, inspection, and verification to occur prior to product release
 - Any special requirements, critical items, or key characteristics
 - The need to provide test specimens, data, certificates of conformity, material certificates, or other evidence that Ximpak, Inc.'s requirements have been met
 - Delivery of product on or before the stated required date
- 2. In some cases, requirements in addition to those stated on the PO will be communicated via drawings or CAD data.
- 3. In cases where changes to a process, product, service, sub-supplier, or location may impact the supplier's ability to meet Ximpak, Inc.' requirements, the supplier must notify an appropriate representative of Ximpak, Inc. in advance of making the change.
- 4. Ximpak, Inc. expects 100% on time delivery. If the required by date on a PO cannot be met, the supplier must notify Ximpak, Inc.'s Supply Chain Manager in advance.
- 5. Ximpak, Inc. monitors supplier performance on a monthly basis, and determines a Supplier Performance Score.
- 6. Suppliers who do not maintain a Supplier Performance Score of >90% may be removed from Ximpak, Inc.'s Approved Supplier List without advance warning.
- 7. Suppliers will be expected to complete and return self-evaluations as requested by Ximpak, Inc.'s Supply Chain Manager. These self-evaluations are intended to provide Ximpak, Inc. the information needed to understand the scope of a supplier's Quality Management System, and help determine what, if any, risk mitigation activities Ximpak, Inc. will perform to manage that supplier. Suppliers who do not complete the self-evaluation as requested may not be added to Ximpak, Inc.'s Approved Supplier List.
- 8. Suppliers must notify Ximpak, Inc. of nonconforming products detected both before and after product acceptance. Disposal methods of nonconforming products must be approved by Ximpak, Inc.
- Ximpak, Inc. will notify suppliers in the event that nonconforming product is detected after product acceptance.
 Depending on the severity and scope of the nonconformity, Ximpak, Inc. may issue a formal Corrective Action Request to the supplier of nonconforming product.
- Suppliers are responsible for taking all necessary steps to prevent the introduction of counterfeit parts to the supply chain. Specific requests for product traceability, or the requirement for material/conformity certificates will be specified via PO.
- 11. When Ximpak, Inc. intends to perform verification/validation activities at the supplier's premises, this will be communicated to the supplier in advance.
- 12. Suppliers must flow down Ximpak, Inc. requirements (including Ximpak, Inc.'s customer requirements) to their supply chain as applicable.
- 13. Suppliers are responsible for ensuring that its personnel are competent and aware of how they contribute to compliance with these terms, including, but not limited to:
 - Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior
- 14. Suppliers are expected to retain and maintain appropriate records of the activities listed above. The records must remain legible, readily identifiable and retrievable for a minimum of five (5) years after product acceptance. In cases where the duration of retention is increased (e.g. at the request of Ximpak, Inc.'s customer), specific instructions will be provided on the PO.
- 15. Ximpak, Inc., its customer, and regulatory authorities retain the right of access to all applicable facilities and records related to products or services provided by the supplier.