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Kitco Defense Supplier Purchase Order Requirements

1. Definitions

PO – Purchase Order

FOD – Foreign object debris

FAR – Federal Acquisition Regulation

ESD – Electrostatic discharge

SDS – Safety Data Sheet

DFARS – Defense Federal Acquisition Regulation Supplement

QPL – Qualified Products List

2. General Provisions

2.1 Applicability

These terms and conditions of purchase are applicable to purchases made by Kitco, LLC dba Kitco Defense. (“Buyer”) from its vendors and/or suppliers (“Seller”).

2.2 Acceptance And Acknowledgement

Acknowledgment of a PO must be prompt and must confirm the Buyer’s required shipping date. Any performance on a PO is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the PO and in these terms and conditions of purchase.

2.3 Notification Of Change

The Seller shall notify the Buyer in writing when there are significant facility or organizational changes such as: company name, location, senior quality management, manufacturing line changes, and changes to processes, and, where required, obtain approval.


2.4 Foreign Object Debris (FOD)

Seller shall establish, document, and maintain a process to control and eliminate Foreign Object Debris (damage) (FOD) and/or contamination during seller’s (or seller’s sub tier sources) manufacturing, assembly, test, and inspection operations.

2.5 Alternate Parts

Alternate parts are not permitted unless specified on the PO.

2.6 Nonconformance

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No known nonconformance shall be shipped to Kitco Defense without written authorization from Kitco Quality. The product shall be held at the supplier pending instruction from Kitco. If nonconforming product is found by the supplier after shipment to Kitco the supplier shall notify Kitco within 48 hours of the discovery.

2.7 Changes

The Buyer may at any time, by written order, make changes within the general scope of the PO in any one or more of the following:

- a. drawings, designs, or specifications, where the goods to be furnished are to be specially manufactured for the Buyer in accordance therewith;
- b. method of shipment or packing;
- c. Time and/or place of delivery;
- d. and the period of performance of work and the Seller shall comply therewith.

If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under the PO, whether changed or not changed by any such order, an equitable adjustment shall be made in the PO price or delivery schedule, or both, and the PO shall be modified in writing accordingly. Except as expressly provided for elsewhere in the PO, the parties agree that there shall be no adjustment in the price or time for performance hereunder unless an authorized representative of the Buyer's Purchasing Department shall have directed the change by the issuance of an updated PO.


2.8 Default Of Contract

The Buyer may, by written notice of default to the Seller, cancel the whole or any part of the PO in any one of the following circumstances:

- a. the Seller fails to make delivery of the goods or to perform the services within the time specified in the PO or any extension granted thereof;
- b. or the Seller fails to perform any of the other provisions of the PO, or so fails to make progress as to endanger performance of the PO in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Buyer may authorize in writing) after receipt of notice from the Buyer specifying such failure.

In the event the Buyer cancels the PO in whole or in part as provided in this clause, the Buyer may procure upon such terms and in such manner as the Buyer may deem appropriate and reasonable, goods or services like those so cancelled, and the Seller shall be liable to the Buyer for any excess costs for such similar goods or services. The Seller shall continue the performance of the PO to the extent not cancelled under the provision of this clause.

Except with respect to defaults of subcontractors, the Seller shall not be liable for any excess costs if the failure to

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perform the PO arises out of causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to, acts of God or a public enemy, acts of the Buyer, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Seller. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both the Seller and subcontractor, and without the fault or negligence of either of them, the Seller shall not be liable for any excess costs for failure to perform unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule.

If the PO is canceled, the Buyer, in addition to any other rights provided in this clause, may require the Seller to transfer title and deliver to the Buyer, in the manner and to the extent directed by the Buyer:

- a. any completed goods;
- b. partially completed goods;
- c. and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter “manufacturing materials”) as the Seller has specifically produced or specifically acquired for the performance of such part of the PO as has been cancelled, and the Seller shall, upon direction of the Buyer, protect and preserve property in possession of the Seller in which the Buyer or its customers have an interest.

Payment for complete goods delivered to and accepted by the Buyer shall be at the PO price. Payment for manufacturing materials delivered to and accepted by the Buyer and for the protection and preservation of property shall be in an amount agreed upon by the Seller and the Buyer.

If, after notice of cancellation of the PO under the provisions of this clause, it is determined for any reason that the Seller was not in default under the provisions of this clause or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of cancellation had been issued pursuant to the clause of this Agreement entitled “Termination for Convenience.”


The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

2.9 Termination For Convenience

The performance of work under the PO may be terminated in whole or part by the Buyer for its convenience in accordance with the provisions set forth in FAR Part 49.

2.10 Non-Discrimination & Fair Labor Standards Act

The Seller hereby certifies that all goods sold hereunder which are produced or manufactured in the United States are produced in compliance with all applicable requirements, orders and regulations of the United States Federal

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Government pertaining to nondiscrimination in employment and facilities including, but without limitation to, the provisions contained in paragraphs one through seven of Part II, Nondiscrimination in Employment by Government Contractors and Subcontractors, of Executive Order 11246 (as amended by Executive Order 11375), Certification of Non-segregated Facilities (41 CFR Chap.1, Section 1-12.803-10), the Equal Opportunity and Affirmative Action clauses as required by 41 CFR 60-1.4 (f) (7), 60-250.4(m) and 60-741.4 (f), and the Fair Labor Standards Act of 1938 as amended (29 U.S. Code 201-219), all of which provisions are incorporated herein by reference and expressly made a part hereof. The Seller also certifies full compliance with all state and local laws and orders relating to nondiscrimination in employment and facilities that are applicable to the Seller.

2.11 Seller Product Conformity, Safety and Ethical Behavior

Products and services provided to Kitco Defense may be used in critical safety applications where supplier product quality and conformity can have an impact on the safety and well-being of military personnel.

Therefore:

- a. Sellers are expected to conduct business in an ethical manner in all interactions with Kitco Defense and hold their workforce accountable for ethical behavior.
- b. Sellers will ensure that persons under their control are trained and competent in their respective roles, and aware of their contribution to product or service conformity and product safety.
- c. The buyer may request training documentation to verify ethical standards, product conformity and product safety expectations and awareness are being communicated to their workforce.

2.12 Evidence of Qualification of Personnel

Sellers will determine, implement, and maintain a process to ensure competence of personnel performing manufacture and/or work-affecting quality and provide training or take other actions to satisfy competency requirements.

The buyer may request documentation to verify competency and training of the workforce.

2.13 Order Quantities

Orders are for exact quantities unless otherwise specified.


2.14 Shipping Reference

Please reference Kitco’s purchase order number on all shipping documents.

2.15 Shipping Methods

Shipments (1-150 lbs.) are to be routed via FedEx Ground and billed to Kitco’s account. For shipments (HAZMAT & oversized shipments) over 150 lbs, or other shipping information, contact the buyer listed on the PO.

2.16 Insurance

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Do not include Insurance or Declared Value on any shipment waybill.

2.17 Calibration

Tools and equipment used in the final acceptance of manufactured product shall be calibrated in accordance with ANSI Z540-1 or ISO 10012-1 or TS/ISO 16949.

2.18 Seller Performance

Seller performance is calculated as follows:

- a. quality Rating: Quantity of lots inspected without discrepancy / total lots inspected;
- b. on-Time Delivery Rating: Quantity of lots received on time / total lots received;
- c. seller Composite Rating: On-Time Delivery (50%) and Quality (50%).

2.19 Inspection

All goods, including but without limitation to raw materials, components, intermediate assemblies, and end goods, shall be subject to inspection and test by the Buyer and its customers to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any goods or lots of goods are defective in material or workmanship or otherwise not in conformity with the requirements of the PO, the Buyer shall have the right to either reject the goods (with or without instructions as to their disposition), or to require their correction with the nonconforming goods returned to the Seller at the Seller's risk and expense, including transportation both ways. Goods or lots of goods which have been rejected or required to be corrected shall be removed, or, if permitted or required by the Buyer, corrected in place by and at the expense of the Seller promptly after notice and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed.

If the Seller fails to promptly remove such goods or lots of goods that require removal, or to promptly replace or correct such goods or lots of goods, the Buyer either:

- a. may by contract or otherwise replace or correct such goods and charge to the Seller the cost incurred thereby;
- b. or may cancel the PO for default as provided in clause 2.7 of this agreement entitled "Default of Contract."

If any inspection or test is made by the Buyer or its customers on the premises of the Seller or a subcontractor, the Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the Buyer and other inspectors in the performance of their duties.

The Seller shall provide and maintain an inspection system acceptable to the Buyer covering the goods hereunder.

Records of all inspection work by the Seller shall be kept complete and available to the Buyer during the performance of the PO in accordance with 5.1 Record Retention. This clause shall not affect any of the rights or liabilities of the parties

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under clause 7.1 Warranty.

3. Transportation, Shipping, Packaging, Marking, Routing

3.1 Packaging

Seller must assure that all product shipped is adequately packed and/or packaged to prevent damage, contamination, the introduction of Foreign Object Debris (FOD) and/or deterioration. Unless otherwise specified on the purchase order, seller must use best commercial practices (such as described under ASTM-D-3951) to prevent damage, contamination and/or deterioration to all products during transit. No loose fill material (e.g. foam peanuts) shall be used in the packaging of products. Product, which is sensitive to ozone and UV, must be packaged in black Mylar bags. Shelf-life items must also be packaged appropriately for protection:

- a. Hazardous materials, including compressed gases, shall be in approved containers.
- b. Electronic equipment sensitive to ESD must be appropriately protected.
- c. Product shall be protected against rust or corrosion.

3.2 Packaging Identification

Unless otherwise specified in the PO, part specification or drawing, the shipping container of each delivery shall contain as a minimum the Buyer's PO Number, Part Number, Lot Number and Quantity.

3.3 Delivery

Delivery shall be made as specified and strictly in accordance with the delivery schedule of the PO. All orders should be shipped via FedEx on the Buyer's FedEx account, unless otherwise specified by the Buyer. If the Seller's deliveries fail to meet the delivery schedule set forth in the PO requiring the Buyer to elect expedited shipments from the Seller, the Seller will pay the difference between the method of shipping specified on the PO and premium transportation rates, unless the delay in delivery arises out of causes beyond the control and without the fault or negligence of the Seller within the meaning of the clause hereof entitled "Default." the Buyer reserves the right, without loss of discount privileges, to pay invoices covering goods shipped in advance of the schedule on the normal maturity after the date specified for delivery.

4. Material


4.1 Counterfeit Parts

Supplier shall establish and maintain a Counterfeit Parts Prevention/Avoidance and Control process. Supplier shall use Industry Standard AS5553 (Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition) and AS6174 (Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material) as guidelines.

4.2 Modified Items

MS and/or NAS hardware which have been altered and re-identified with another identification number must have a manufacturer's C of C that acknowledges the unaltered item was compliant with the specification for which it was

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manufactured.

4.3 Age Control Materials

The Certificate of Conformance shall include cure date, batch number, part number, specification number, and compound type with each shipment of "O" rings, seals, gaskets and other shelf-life items.

Seller shall indicate material and recommended shelf life (e.g. proprietary parts).

Elastomeric parts, unless otherwise specified, shall have a minimum 85% of shelf-life remaining at time of receipt at the Buyer's facility. Elastomeric parts to be controlled per SAE ARP5316, latest revision.

Adhesives, paints, sealants and other items that have age control, shall have a minimum 85% of shelf-life remaining.

Lubricated Bearings shall have minimum 85% of recommended lube life remaining at time of receipt by the Buyer.

4.4 Asbestos Free

No asbestos, as defined in FED-STD-313, is permitted in any parts supplied to the Buyer, unless specifically agreed and stated on the PO.

4.5 Mercury Free

Unless specifically agreed and stated on the PO, parts may not contain or have come in direct contact with mercury.

4.6 Dangerous Or Hazardous Materials

For items classified as a dangerous or hazardous material by a transport regulatory authority, the Seller shall:

- a. label the packaging according to the requirements of transport regulatory authority;
- b. include a copy of the SDS as published by the manufacturer.


5. Intellectual Property, Proprietary Data

5.1 Record Retention

Seller shall retain quality records for a minimum of 10 years. Fasteners identified as safety critical, quality records shall be retained for 30 years. Records shall be made available to Kitco for review upon request. Kitco must be notified prior to the destruction of any quality records.

5.2 Patent Indemnity

The Seller agrees to indemnify the Buyer and its customers against any liability including costs and expenses, for or by reason of any actual or alleged infringement of any patent arising out of the manufacture, use, sale, or disposal of goods or articles furnished under the PO except where such goods or articles would be normally non-infringing but are rendered infringing by reason of the Seller's compliance with the Buyer's detail, design, and stated requirement for specific structure and the Seller gives prompt notice of any claim of infringement related thereto. Where the Buyer furnishes the

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Seller with detail design, stated requirement for specific structure, or specifications for goods or articles to be furnished hereunder by the Seller to the Buyer, the Seller agrees to waive any rights to be held harmless by the Buyer against any claims for infringement or the like and covenants not to sue the Buyer to enforce any such hold harmless agreement.

5.3 Rights And Reservations

Rights to all drawings, designs, information, tools, patterns, equipment, and other items supplied by the Buyer, and proprietary rights embodied therein, are reserved, and the same shall not be used or reproduced for any purpose whatsoever except the performance of work under the PO.

6. Payment Terms

6.1 Invoicing

Delays in receiving invoice, errors, or omissions on invoice, or lack of supporting documentation required by the terms of the PO, will be cause for withholding settlement without losing discount privileges. No charges shall be allowed for boxing, crating, packaging, or any other handling unless such provisions are agreed to in writing.

7. Seller Warranty

7.1 Warranty

The Seller warrants that all goods delivered under the PO will be merchantable, free from defect in material and workmanship, and will conform to applicable specifications and drawings if the Seller is responsible for design of the goods according to performance specifications established by the Buyer. The Seller warrants that all goods delivered under the PO will be free from defect in design and will be fit and sufficient for the purposes intended by the Buyer. The Buyer’s approval of designs furnished by the Seller shall not relieve the Seller of its obligations under this warranty. The Seller’s warranties together with its service guarantees, if any, shall pass on to the Buyer and its customers.


The Seller’s liability for breach of any warranty, as herein above set forth, shall be limited to the repair or replacement, at the Buyer’s election, of all defective or nonconforming goods and the payment of all packing and transportation costs attributable to the repair or replacement of defective or nonconforming goods.

The Seller’s obligations under this clause shall apply only to such defects or nonconformance as occur within one (1) year after such item was delivered to, and accepted by, the Buyer. Where the Buyer will incorporate this item in an end item to be delivered to its customers, The Seller’s obligation under this clause shall be extended to one year after delivery of said end item to the customer.

8. Legal

8.1 Right Of Entry

Kitco Defense, Kitco Defense customers, government representative or applicable regulatory agencies shall have the right to survey seller’s facilities, with suitable notification to review all processes, subcontractors, contracted parts, procedures, and records that are applicable to Kitco Defense.

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8.2 Compliance With Laws and Regulations

The Seller agrees to comply with all applicable Federal, State, and Local laws, rules, and regulations. FAR and DFARS clauses, where applicable by their terms and/or monetary threshold, are incorporated by reference as if set forth in full text. The effective version of each FAR or DFARS clause shall be the same version as that which appears in Buyer's prime contract or subcontract. If any of the clauses are not applicable by their terms and/or monetary value, they shall be self-deleting.

Within the clauses, it is understood that the term "contractor" shall mean Seller, the term "contract" shall mean this contract, and "Government", "Contracting Office", and equivalent terms shall mean Kitco Defense.

8.3 Venue Selection/Choice of Law

This agreement shall be deemed to have been made in the State of Utah, U.S.A. and shall be interpreted in accordance with the law of the state of Utah without regard to conflict of law principles. The Seller consents to the exclusive jurisdiction of the state and federal courts of the state of Utah, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to these terms and conditions of purchase. In the event that the Buyer shall engage an attorney or commence an action against the Seller arising out of facts and circumstances related to these terms and conditions of purchase including, but not limited to, the Seller's breach of any of its obligations hereunder, the Buyer shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

8.4 Export Compliance


The Seller acknowledges that access to articles, technical data or software used in the manufacture of parts or products supplied to the Buyer is subject to U.S. export controls under 22 CFR 120-130 (International Traffic in Arms Regulations) or 15 CFR 700-786 (Export Administration Regulations) and their supplement laws and regulations, hereinafter referred to as the "Export Laws and Regulations." Technical Data that is controlled by the ITAR, EAR, or other applicable export restrictions shall not be released to foreign national, including foreign national employees of U.S. companies, foreign companies, or other entities without first obtaining the appropriate export license or other approval from the U.S. Government.

Parties agree to comply with all Export Laws and Regulations. The disclosing party will use their best efforts to ensure that all such articles and technical data will be referenced or bear the markings of "ITAR", "Export Controlled", or similar legend.

9. Quality Assurance Requirements

9.1 Seller Quality System

Manufacturing facilities shall have a certified quality management system such as ISO9001 or AS9100. Distributors shall comply with FAA AC 00-56A, ASA100 or AS9120.DPAS Rating.

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Any purchase order noting a US Government Contract number and associated Priority Rating shall be executed DPAS rated orders certified for national defense use are required to follow all provisions of the Defense Priorities and Allocation System regulations found in DPAS (CFR PART700) & (FAR52.211-15).

9.2 Inspection Sampling Method

When quality clause is specified on Purchase Order Seller shall provide Kitco Defense with copy of Inspection Reports including any reports generated from CMM's or other advanced measuring equipment. The Inspection method plan used must be stated on Inspection Reports.

Preferred Sampling Method shall be per below unless otherwise specified on Purchase Order:

- a. the sampling method shall be in accordance with mil-std-1916 or ASQ h1331, table 1 or a comparable zero-based sampling plan unless otherwise specified by the contract. If the applicable drawing, specification, standard, or quality assurance provision (QAP) specifies critical, major and/or minor attributes, they shall be assigned verification levels of vii, iv and ii or AQLS of 0.1, 1.0 and 4.0, respectively. Unspecified attributes shall be considered as major unless sampling plans are specified in applicable documents. For mil-std-1916, the manufacturer may use the attribute or variable inspection method at their option or per the contract. Mil-std-105/ASQ z1.4 may be used to set sample lot size, but acceptance would be zero non-conformances in the sample lot unless otherwise specified in the contract.

9.3 Country of Origin

Seller shall declare the country of origin on the Manufacturer's Certificate of Conformance, Certificate of Origin, or on another document. Seller must ensure that all country-of-origin declarations for a part with each shipment is traceable to one another by either a lot number, date code, job or work order number or material P.O. number. Seller must notify Kitco Defense of any changes to the country-of-origin declarations. Lot control processes must be established to ensure the accuracy of the country-of-origin declarations, and seller must provide proof of origin upon request.


9.4 Traceability

Certifications provided shall be in English. Seller must ensure that all certifications (Manufacturers Certificate of Conformance, Test Reports, Process Certs, Raw Material etc.) for a part is traceable to one another by either a lot number, date code, heat number, job or work order number or material P.O. number. Applicable specification and part revision level must be present on certifications and test reports. All certifications must be legible. Changes or amendments to any certification paperwork must identify the authorizing party via signature, initial, stamp, or any other similar method, along with amendment date.

9.5 Certificate Of Conformance

The Seller shall submit with each shipment a certificate of conformance stating products shipped comply with PO requirements and all applicable drawings & specifications.

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The Certification of Conformance shall have Customer Name, Part Number, PO Number, Lot/Batch Number etc. and when applicable Cure Date, Quantity Shipped, and Conformance Statement with a signature. When Parts are not directly from the Manufacture Seller must provide full chain of custody trace back to the Manufacture.

Unless agreed in writing by the Buyer, when the Seller is not the Manufacturer, the Manufacturer's Certificate of Compliance is required, together with certification from any intervening distributor. Manufacturer certifications, material and process certifications must show complete chain of custody beginning with the manufacturer through the last distributor and have numerical trace between all documents.

SDS with any delivery of hazardous material, the Seller shall provide the current edition of the SDS published by the manufacturer.

9.6 Test Reports

When quality clause is specified on Purchase Order, Chemical, Mechanical and Physical test reports are required for hardware (bolts, nuts, screws, rivets and studs) having a nominal diameter of 0.25" (inch) or greater. Test Report shall have Customer Name, Part Number, Lot/Batch/Job Number etc., Quantity Shipped, Test performed in accordance with Drawing/Specification, and must be signed with Conformance statement. Numeric traceability from the Certificate of Conformance to Test Report must be provided.

If specified on the PO bolts and screws shall be packaged to protect the threads from damage. Protective sleeves are recommended for threaded diameters greater than 0.25" (inch). When not protected by sleeving and/also bulk packaged, smaller bulk quantities are recommended to reduce the potential of thread damage due to mass weight.

9.7 Material Certifications

When a quality clause is specified on Purchase Order Material Certifications are required to be submitted with shipment.

Raw Material Certifications shall have Material Name/Grade, Material Specification, chemical analysis/breakdown, any testing done to actual Material. Examples of Material are Aluminum, Titanium, Carbon Steel, Stainless Steel etc. Numeric traceability from the Certificate of Conformance to all Material Certifications must be provided.


9.8 Process Certifications

When a quality clause is specified on Purchase Order Process Certifications are required to be submitted with shipment.

Process Certifications shall have Part Number, Lot/Batch/Job Number etc., Process Name, Process Specification, Quantity Processed (Qty. must cover the Qty. shipped). Numeric traceability from the Certificate of Conformance to all Process Certifications must be provided.

9.9 First Article

A documented first article is required. First Article shall be required on the first production run per AS9102 with Balloon Drawing. All additional revisions due to engineering, design and/or specification change, will then require a Delta AS9102.

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A new FAIR is required if there is a lapse in production over 24 months or 2 years.

9.10 Drawing

Seller must supply the drawing (print) with the part.

9.11 DFARS Preference for Domestic Specialty Metals (Berry Amendment)

Any specialty metals incorporated in articles delivered under this order must be melted in the United States, its possession or in a qualifying country as defined in the DFARS 252.225-7009. Please refer to the DFARS clause located in the Government Websites for identification of Specialty Metals and list of Qualifying Countries. DFARS compliance statement must be stated on the manufacturer’s certificate of conformance. Exemption: This clause would not apply to manufacturers that are “Self-Certified”. This requires the manufacturer to certify annually that 50% or more of their specialty metals is domestically melted.

9.12 Multiple Lot Integrity

Multiple lots shall be bagged separately and identified. No commingling of lots is allowed under any condition.

9.13 Revision Level

All material furnished to Kitco Defense by the seller and its suppliers must be manufactured to and/or meet the most current revision level of the applicable part standard and its associated specifications at the time the purchase order was issued, unless otherwise specified on the Kitco purchase order. Applicable specification and part revision level must be present on Certificate of Conformance and test reports when applicable.

9.14 Assemblies

All individual components within the assembly shall be listed on the Manufacturer’s Certificate of Conformance along with traceability to the applicable certification.

9.15 Use Of Sub-Tier Suppliers


Where use of sub-tier suppliers is permitted, the Buyer PO, drawing and specification requirements shall be flowed down by the Seller to their sub-tier processors and suppliers. Examples include Defense Priority Rating, use of approved sources, key characteristics, sampling requirements, etc.

9.16 QPL

Where a QPL (Government or Industry) applies, the Seller shall ensure parts are manufactured by and traceable to the approved manufacturer.

9.17 Seller Deviations / Waivers

The Buyer is not authorized to provide MRB disposition. In the rare event that circumstances require a request for Deviation/Waiver, this will be submitted to the Buyer’s customer / U.S. Government for disposition. The Seller will be

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liable for all costs incurred by the Buyer for submittal of such requests, regardless of acceptance or rejection.

Requests for deviations/waivers must be submitted for approval to the Buyer using the Seller’s own Deviation / Waiver Request form and be approved prior to shipment of product.

When a Deviation / Waiver has been approved by the Buyer’s customer, the Seller shall enclose a copy of the approved form with each shipment. All affected products shall be identified and segregated from conforming parts. The Seller shall provide details of cause and corrective action.

The Seller shall notify the Buyer when product is found not to conform to the design data prior to shipment to obtain approval for non-conforming product disposition.

The Seller shall notify the Buyer when product is found not to conform to the design data after shipment.

9.18 Surplus Parts

Unless specified on the Buyer’s PO, surplus (NS) parts are not acceptable. Where surplus parts are allowed, they shall be in new, unused condition, and traceable in one of the following ways:

- a. to a FAA Part 121 or Part 129 approved airline;
- b. with signed certificate from that airline to a manufacturer overrun in original manufacturer packaging;
- c. with documented trace to manufacturer to a U.S. Government contract;
- d. in the original packaging, and with the original contract number.

9.19 Special Processes

Sub-tier providers of special processes shall be approved for the process required by demonstration of one or more of the following but are not limited to:

- a. NADCAP approval;
- b. aerospace Prime Contractor approval (Example: Boeing, Lockheed Martin, Northrop Grumman, Sikorsky etc.);
- c. prior to the Buyer’s approval (may require on-site audit by the Buyer’s Quality representative);
- d. “special processes” include the following but are not limited to: Chemical Processing (Anodizing, plating, and passivation), Coatings, Heat Treating, Materials Testing, NDT, Surface Enhancement (Peening), Welding & Brazing, and Non-conventional machining (EDM etc.) (Reference www.pri-network.org/Nadcap).

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Document Revision History				
Revision	Date	DCR #	Description of Changes	Approval Authority
01	25 Oct 2023	<ul style="list-style-type: none"> • CO-1026 	<ul style="list-style-type: none"> • Initial release of Kitco Defense Supplier Purchase Order Requirements Form 	Toni Johnson
02	06 Feb 2024	<ul style="list-style-type: none"> • CO-1042 	<ul style="list-style-type: none"> • Updated section 4.1 to include shall for both AS5553 and AS6174 	Toni Johnson
		<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	
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