



## TERMS and CONDITIONS for QUALITY and PURCHASING

Document Number: P-M-02  
Revision Number: 5.0  
Effective Date: 9/9/24  
Latest Revision Date: 9/9/24  
Approved by: Rhonda Beasley

Revision Level	Description of Revisions	Date & Approved By
NEW	Initial Release	08/31/2023 Rhonda Beasley
1.0	<ul style="list-style-type: none"> <li>- Updated formatting to include Rev control information.</li> <li>- Changed Seller references to Supplier for consistency.</li> <li>- Added verbiage related to notification of changes to processes, products, services, changes to external providers and changes to location in Change Notification section.</li> <li>- Added verbiage to Traceability and Retention of Records to clarify record maintenance and disposition of records</li> <li>- Added verbiage to Performance Monitoring to explain control and monitoring of the supplier's performance that is done by MPM.</li> </ul>	10/02/2023 Rhonda Beasley
2.0	<ul style="list-style-type: none"> <li>- Updated PMA specific customer requirements.</li> <li>- Restructured language in various sections.</li> </ul>	12/19/2023 Rhonda Beasley
3.0	<ul style="list-style-type: none"> <li>- Updated change notification to include supplier notification of QMS system changes.</li> </ul>	07/10/2024 Rhonda Beasley
4.0	<ul style="list-style-type: none"> <li>- Updated Material/Processing Suppliers to include information on unauthorized material substitutions.</li> <li>- Added certification requirements to show CofC back to raw materials with testing and inspections included.</li> <li>- Updated US Government flow down requirements.</li> <li>- Updated Sikorsky SS7777 spec and ASL</li> <li>- Added Vendor definition and exclusion from T&amp;C.</li> </ul>	08/18/2024 Rhonda Beasley
5.0	<ul style="list-style-type: none"> <li>- Updated customer flowdown information. Reference for MRAS M1000 added to cover flowdown not previously captured.</li> </ul>	09/09/2024 Rhonda Beasley

**Printed Document Becomes "Reference Only" after Print Date.**  
**Latest Revisions are available at [mpm1.com](http://mpm1.com).**

**MACHINING PROGRAMMING MANUFACTURING, INC.** shall hereinafter refer to the entity known as MPM, Inc. or MPM and will be designated as "Buyer." The supplier of the goods or services related to the manufacture of product or services provided to our customers will be known as "Supplier" hereunder.

For purposes of this document, a "Vendor" is an MPM provider of business items unrelated to the manufacture of product or services provided to our customers. The Terms and Conditions related to Suppliers are not applicable to Vendors and exclude clauses related to warranties, liabilities, or specific performance requirements.

**Right of Entry** – MPM, Inc., Customers, Customers' Customer and Regulatory Agencies shall be allowed the right of entry for the purpose of ascertaining and validating the quality of work, records, and material at any place, including subcontractor facilities. Verification by MPM, Inc. or regulatory agencies shall not absolve the Supplier of the responsibility to deliver acceptable products and does not preclude subsequent rejection.



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**Quality Standards** – Subcontractors shall maintain a quality and calibration system that meets AS9100 requirements. A Supplier evaluation form must be on file at MPM, Inc. prior to product acceptance. MPM, Inc. reserves the right to approve subcontractors based on requirements and resources.

**Traceability and Retention of Records** - Both Supplier and Supplier's Subcontractors shall maintain documented records of conformance to requirements. All records must be maintained in a manner to prevent deterioration. These records must be made available on a timely basis to MPM, MPM's Customers or Regulatory Agencies, upon request. Copies of these records shall also be available upon request. Once the required retention time has passed all records shall be shredded and disposed of.

Records must remain legible, available, and retrievable for 10 years after the final payment of that line item unless extended record retention requirements are specified on MPM's Purchase Order or other applicable attachments. (e.g., Flight Safety / Critical Item drawings, specifications)

MPM, Inc. may request delivery of such records at no additional cost.

**Material/Processing Suppliers** – Material and/or processing provided under this contract must be performed by approved suppliers and meet flowdown requirements of the Customer's Quality Management System including control of digital data per requirements. Unauthorized material/processing substitutions are not permitted unless approved by MPM, Inc and in accordance with customer engineering. Unauthorized material/processing substitutions include any deviation from the engineering definition of a raw material or process specification, including heat treating to change the temper or condition of the material. Alternate materials specified in the engineering definition and described as approved material substitutions are not considered material substitutions. All certifications must show clear traceability to the manufacturer of the raw material and be all inclusive of source, thermo-mechanical and chemical processing, heat treatment, and inspections as required by specification requirements. The supplier is responsible for testing, dimensional inspection, 100% Rockwell and 100% conductivity as applicable to Customer engineering and specification requirements.

See End Customer Approved Processor & Supplier Listing for sources designated by the end item users.

MPM, Inc. has sole responsibility to its customer for the items provided, however, the Supplier is responsible for maintaining a Quality System compliant to AS9100 Rev D and/or NADCAP. Supplier's personnel performing processes shall be qualified in accordance with applicable specifications.

**Material Receiving Inspection** – Supplier certifies they have performed receiving inspection on purchased materials to ensure compliance with all drawings and specifications. Test reports and raw material certifications must be on file and available for review on request.

**Handling, Packaging, Preservation, and Delivery** – Subcontractor shall utilize appropriate methods of handling, packaging, and preservation to prevent damage of product during manufacturing, processing, and delivery.

**Evidence of Inspection** – A qualified representative of the supplier's quality department shall sign and document the acceptance status for each shipment as evidence of 100% inspection. Sampling inspection shall not be performed without prior written approval from MPM, Inc.

**Certificate of Compliance (CofC)** – Each shipment shall contain a Certificate of Compliance affirming the product meets the requirements of the engineering and purchase order. The certificate must be signed by an authorized representative of the supplier's quality organization and indicate the revision



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level of all engineering documents or specifications that apply to the work performed by the supplier or the supplier's subcontractor. When the purchase order does not specify the revision level of the engineering or specification, the latest engineering or specification shall apply. All documents must be 100% legible.

Supplier shall provide a copy of all certificates of compliance from supplier's subcontractor.

Certificate of Compliance with physical and chemical test reports must accompany each shipment where supplier furnished the raw material. Material must be identified by heat lot and heat treat load, (if applicable). Test reports must be traceable to the material lots supplied.

Where MPM, Inc. supplies the material for this order, the supplier shall certify on each shipment that the supplier has not made any unauthorized substitutions of the material. MPM, Inc. Quality Assurance must approve any substitution of material.

**Approved Processing Sources** - External Providers shall exclusively use processing sources approved by the end item Customer. Certifications must include the specifications flowed down in MPM's purchase order and the latest specification revisions. It shall be the External Provider's responsibility to flow down the specifications and latest revisions to their sub-tier processing External Providers.

**AS9103 Statistical Techniques** - When included in the MPM, Inc. Request for Quote (RFQ) and subsequently required by the MPM purchase order, the External Provider shall perform statistical analysis for applicable key characteristics and provide results upon request from MPM, Inc. or MPM's Customer's.

**Configuration Management** - All documents supplied by MPM, Inc. shall be configuration managed by the MPM purchase order. All documentation supplied by MPM Inc. and retained by the External Provider shall be controlled by the External Provider in accordance with AS9100 section 8.1.2. It shall be the responsibility of the External Provider to verify all documents supplied by MPM Inc. and retained beyond the expiration of the MPM Inc. purchase order, against the new purchase order or change order.

**Control of Non-Conforming Outputs** - External Providers shall not knowingly deliver non-conforming products to MPM, Inc. Any product that does not meet purchase order requirements shall be returned to External Provider at their expense. Non-conforming Product can be submitted to MPM, Inc. for review on an External Providers Nonconformance Report, which shall include a formal Root Cause and Corrective Action. MPM, Inc. shall determine if the product will be submitted to the Customer for formal disposition. MPM, Inc. will notify the External Provider in writing of the disposition. When applicable, the Customer's disposition shall be flowed down to the External Provider through MPM Inc.'s Purchasing Organization. External Provider shall assure that Customer dispositioned non-conforming product is properly identified with appropriate non-conforming identification documentation when shipped. Any deviation from the P.O. requirements must be approved in writing by MPM Inc.'s Purchasing Agent prior to product shipment. A copy of the written approved change shall accompany the delivered product. All costs incurred by MPM Inc. for any submittal shall be flowed down to the responsible External Provider. MPM Inc. reserves the right to refuse a submittal to our Customer if it affects our Quality Rating with our Customer.

When MPM provides raw material for External Providers, all material is to be returned to MPM. Any non-conforming material is to be identified per External Providers process. MPM, Inc's Quality Manager may request formal Root Cause and Corrective Action.

**Change Notification** – Suppliers must notify MPM, Inc. in writing prior to any proposed process, product, or supplier changes. Changes to Quality Management Systems [QMS] that may affect the



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conformity of its goods or services shall also be reported with notification of the change to the QMS, a list of changed procedures identified by revision level, a description of the intent of the changes and a signed statement that compliance with Buyer's quality system approval has not been diminished. Facility locations and ownership changes must also be reported to MPM, Inc. promptly.

**First Article Requirements** - A completed First Article Inspection Report (FAIR) shall be provided with the first shipment as evidence of 100% inspection of one each part from the first shipment. FAIR must be compliant with the current revision of AS9102. Corresponding bubbled engineering supporting the first article shall be provided with the FAI documents. Delta (supplemental) first articles shall be performed for all minor configuration changes. Gaps in production of 2 years or more shall require a new AS9102 First Article Inspection Report (FAIR). (Not applicable to hardware when purchased to a specification).

**Export Control** - When export controlled documented information is flowed down in the MPM, Inc. quote or purchase order, the External Provider shall maintain all ITAR (International Traffic and Arms Regulations), MLA, MA, TAA, and EAR (Export Administration Regulations), requirements applicable at the time.

**Product Configuration** - All product delivered under this Purchase Order shall comply with the description as stated in the MPM, Inc. Purchase Order. The External Provider shall notify MPM Inc.'s Purchasing Agent when:

- Engineering data in External Provider's possession does not agree with the latest revisions data reflected on MPM Inc.'s Purchase Order
- Additional specifications or drawings not listed on MPM's Purchase Order, but required by controlling engineering data, are needed.

**Shelf Life** - When Shelf-Life Requirements are applicable, External Provider shall control Shelf-Life Sensitive Material Manufacture Date and Expiration Date in accordance with applicable specifications included in the MPM Inc.'s purchase order. Certifications with shipment shall include the Shelf-Life Sensitive Material Manufacture Date and Expiration Date.

**Subcontracting** - The External Provider must receive permission from MPM Inc. in writing prior to subcontracting product to a machining External Provider. MPM's Purchase Orders shall not be assigned in whole or in part to any person or entity, including any subcontractor(s), without prior written consent of MPM Inc.'s Purchasing Agent. Note: This Quality Clause does not apply to subcontracting of processing, or heat treating, etc., which were already included in the External Provider's quotation.

**External Provider Disclosure Notification** - External Providers are required to notify MPM, Inc. of all known non-conformances, which have already shipped to MPM and/or MPM, Inc. Customers. Notification shall be timely and in writing. If an MPM, Inc.'s Customer contacts the External Provider directly on a non-conformance issue, the External Provider shall notify MPM, Inc. in a timely manner and supply the same data/information supplied to MPM, Inc.'s Customer. The External Provider shall notify MPM, Inc. via email within 24 hours of a disclosure condition and then follow-up within 72 hours with the following information:

- Affected part number.
- Description of the nonconforming condition with "should be" and "is" conditions.
- Quantities, dates, purchase order numbers, job numbers with dates and packing slip numbers
- Formal root cause and corrective action.



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**FOD Requirements** - Supplier shall maintain a program to control foreign object damage or contamination during manufacturing, assembly, inspection, and shipment. The program must have provisions for the prevention, detection, and removal of foreign objects and meet AS9100 requirements.

**Prevention and Control Plan (CPCP)** - External Provider shall establish and maintain a Counterfeit Prevention and Control Plan (CPCP) using AS-5553 and/or AS6174 as applicable to the product. External Providers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry of encountered counterfeit parts.

**Conflicting Minerals** - MPM, Inc. requires that (tin, tantalum, tungsten, and gold, or "3TG") that may be contained in our products shall not be derived from sources that finance or benefit armed groups in the Democratic Republic of the Congo or adjoining countries. MPM, Inc. expects our suppliers to take the appropriate measures to manage the sourcing of minerals that are "DRC conflict free."

For more information, please refer to the Dodd-Frank Wall Street Reform and Consumer Protection Act, Title XV – Miscellaneous Provisions, Sec. 1502. Conflict minerals.

**Control of Ozone Depleting Chemicals** – External Provider certifies goods do not contain or were not manufactured with ozone depleting substances unless authorized by MPM, Inc. or its Customer. MSDS information is to be made available on all hazardous materials.

**Natural Disaster Occurrence** - External Provider shall promptly notify the MPM Purchasing Agent of any occurrence of natural disaster that diminishes External Provider's ability to deliver conforming goods or services.

**English Language** - External Provider shall make specified quality data and/or approved design data available in the English language. External Provider shall maintain an English language translation of its Quality Manual, the operating instructions that implement the Quality Manual requirements, and an index of External Provider's procedures that contain quality requirements. Purchasing Agent may require additional documented information to be translated, including but not limited to shop orders, technical specifications, certificates, reports, and nonconformance documents.

**Performance Monitoring** - MPM, Inc. will monitor the supplier's performance as it relates to Quality. Suppliers are expected to maintain, at a minimum, a vendor rejection rate of less than 1%. Failure to maintain acceptable performance may result in the supplier being put on a performance improvement plan until such time as they have demonstrated the ability to maintain acceptable levels and/or being put on the inactive list per MPM, Inc. Approved Supplier List. External Providers shall control and monitor their External Providers' performance to be applied by the organization. (Ref AS9100 D, para 8.4.3e)

**Employee Awareness** - External Providers shall ensure their employees are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior. (Ref AS9100 D, para 8.4.3m)



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### U.S. Government Contract Flow Down Requirements

When work is for use in connection with a U.S. Government prime contract or subcontract, the following clauses are incorporated by reference in the Purchase Order, with the same force and effect as if they were given in full text and notwithstanding the requirements of FAR 52.102. In all clauses, the terms "Government," "Contracting Officer," and "Contractor" shall be revised to identify the contracting parties herein and effect the proper intent of the clause. "Subcontractor" shall mean "Seller's subcontractor" under this agreement.

Supplier is responsible for reviewing each clause to determine applicability based on stated threshold criteria and maintaining compliance.

In the event of a conflict between the clauses in this document and clauses set forth in a Purchase Order, these clauses shall control. Unless otherwise noted, for those clauses based on specific criteria, thresholds, or both, such clause is applicable when the criteria, thresholds, or both are applicable. The full text of these clauses can be accessed at <https://www.acquisition.gov>.

In some cases, FAR and DFARS clauses may require the submission of certifications and representations. Suppliers shall furnish all required certifications and/or representations needed for MPM, Inc. to comply with the requirements.

**Defense Federal Acquisition Regulation Supplement 252.225-7001** – Buy American and Balance of Payments Program applies when designated by MPM's customer.

**Defense Priority and Allocation Requirements** – A rated order certified for national defense, emergency preparedness, and energy program use, requires External Providers to follow all provisions of the DPAS regulation 15 CFR 700 (FAR 52.211-15).





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### Customer Specific Flow Down Requirements

Supplier and sub-suppliers must be certified/registered to the quality management system-aerospace-requirements of AS/EN/JISQ 9100.

#### Boeing –

Application of Acceptance Authority Media (AAM) Supplier shall comply with the AS/EN/JISQ 9100 requirements and 14CFR Part 21.2 regarding the application of the Acceptance Authority Media (AAM) requirements. Supplier shall, within its organization and its supply chain, ensure that the use of AAM is clearly defined within its Quality Management System (QMS). Supplier shall, upon Boeing request, be able to demonstrate evidence of communication to its employees and to its supply chain; use of AAM must be considered as a personal warranty of compliance and conformity. Supplier shall maintain compliance with the AAM requirements by assessing its process and supply chain as part of its internal audit activities. The areas of focus of this assessment shall include but not limited to:

- Authority Media Application Errors (i.e., Omission, Typos, Legibility, etc.)
- Authority Media Application Untimely Use (i.e., Documentation is not completed as planned, "Stamp/Sign as you go" etc.)
- Authority Media Application Misrepresentation (i.e., Uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
- Authority Media Application Training Deficiencies (i.e., Ethics, Culture awareness, Proper use of authority media, etc.)

If the MPM Inc. purchase order reflects Boeing as the end Customer, External Providers must maintain a Quality System in compliance with AS9100.

Refer to D1-4426 Index of Specifications for latest revision and applicable departures of specifications listed on the purchase order. Contact MPM for updated specifications, if needed.

**Boeing Document D1-4426, Approved Process Sources** - If MPM Inc's purchase order reflects Boeing as the end Customer, External Providers shall only use approved processes and processing suppliers listed on the D1-4426 Approved Processing Sources website.

URL: <http://www.boeing.com/companyoffices/doingbiz/d1446>.

**Boeing Document D6-51991, "Quality Assurance Standard for Digital Product Definition (DPD)** - If the MPM Inc. purchase order reflects Boeing as the end Customer, External Providers shall establish a DPD system in accordance with D6-51991 to receive models from MPM.

#### Bombardier –

Bombardier approved suppliers should reference Requirements for Suppliers QD 4.6-40 for information on flowdown requirements and compliant Quality System.

#### Beechcraft -

When the purchase order specifies Beechcraft as the end customer all requirements of the latest revision of BS25691 shall apply. All engineering documents and drawings are available upon request.



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### **FAA PMA - DFARS 252.225-7001 APPLIES**

PMA parts are subject to inspection by the FAA under MPM, Inc. PMA authorization.

A supplier who provides products or services to MPM and subsequently finds a non-conformance must immediately notify MPM, Inc.

Material/Service provided on a PMA purchase order must be performed by an MPM, Inc. approved supplier. The supplier is responsible for testing and dimensional inspection as applicable to furnished engineering or specification requirements. Information provided to Supplier in support of this purchase order is considered confidential. The supplier shall not alter or subcontract work on this purchase order without written approval. The supplier's personnel performing processes applied to this purchase order shall be qualified in accordance with applicable specifications. Supplier shall maintain a FOD prevention program.

The supplier shall notify MPM, Inc. of any nonconformance to noted engineering, material, process specifications, and/or any circumstance which will affect Airworthiness or scheduled delivery.

Use latest revision of all specifications unless otherwise noted.

The supplier certifies goods do not contain or were not manufactured with ozone depleting substances unless authorized by MPM, Inc. MSDS information is to be made available on all hazardous materials.

All furnished property shall be returned on completion of this purchase order. MPM, Inc., its customer and/or federal/regulatory authorities reserve the right of access to the supplier to verify material/service provided in accordance with this purchase order.

Record retention period shall be a minimum of ten years.

### **GKN Aerospace and GKN Aerospace New York -**

The requirements for GKN purchase orders are covered by the GKN Supplier Quality Manual and Purchase Order Pur 1.1.2. The most current revision of the Supplier Quality Manual and Purchase Order can be found requested from a GKN Buyer or at the following link:

<https://www.gknaerospace.com/supplier-portal/americas/united-states/>

Sellers in need of technical support during the execution of this Purchase Order must submit GKN Form PUR 1.3.3.1 (STSR) directly to our buyer either via email, facsimile or secure portal; suppliers who choose to submit a STSR via facsimile will receive the latest facsimile number from their Buyer upon request.

Seller shall provide the export jurisdiction and classification determination for all items and technical data provided by supplier to GKN.





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### **GKN - GE Aerospace End Item User -**

GKN approved suppliers should reference the following documents for information on the flowdown requirements when GE is the end item user.

S1000	Current Revision Date
S1001	Current Revision Date
S1002	Current Revision Date
S-507	Current Revision Date
S-SPEC 1163	Current Revision Date

### **GKN Bell Helicopter End Item User -**

GKN approved suppliers should reference the following documents for information on the flowdown requirements when Bell Helicopter is the end item user.

BELL QPS DOCUMENT: SQRM-001

### **Sikorsky Aircraft -**

SS7777 Sikorsky Aircraft Material and Process Specification Index provides all revision levels, deviations, and amendments for all specifications related to the procurement of this PO line item. Each material and process specification and revision level must be included on all applicable documents, including certificate of conformance.

Material & Process SS7777 Spec Revision 53

Approved Source List: 05-09-2024

Standard Parts Index SS9998 Latest Rev Procure -2-011

SSQR-01 Latest Rev

SSQR-01 Supporting Document Main Text Latest Rev

SAE AS9102 Rev C

Supplier and sub-suppliers must be certified/registered to the quality management system-aerospace-requirements of AS/EN/JISQ 9100

### **MRA Systems, LLC dba Middle River Aerostructure Systems**

Quality System Requirements for Suppliers [Specification M1000] is available at <https://mras-usa.com>.

M1000 establishes the minimum quality system requirements necessary for production suppliers to MRAS.

### **Textron –**

Refer to Textron Aviation Supplier Quality clause P1 when providing materials/services to Textron as the end customer.



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### **Purchase Order Terms and Conditions**

1. The Supplier by acceptance of this order accepts all terms and conditions hereof. Acceptance of this order shall take place either by execution and return of the signed acknowledgement copy accompanying this purchase order or by part performance of this order. Any modifications or alterations of or additions to the terms and conditions of this order, to be binding, must be in writing, signed by an authorized representative of the Purchaser and delivered by the Purchaser to the Supplier. Any term, condition or reservation, inconsistent with the terms hereof that may be contained in any printed or standard acknowledgement, invoice form or other document issued by Supplier shall be of no effect (Purchaser hereby objects to any such inconsistent terms, conditions, or reservations and notifies the Supplier that they are rejected) notwithstanding Purchasers act of accepting or paying for any shipment or otherwise performing the obligations on its part to be observed or performed hereunder.
2. Supplier represents that any price specified in the purchase order does not exceed Supplier's current selling prices for the same of substantially similar goods. Unless otherwise stipulated, all prices inserted on the face of this order shall represent the total cost to the purchaser at the point of delivery specified herein, including all sales taxes, excise taxes, custom duties and other government and municipal taxes, levies and charges of every description and charges for packing, crating, boxing, storage, and shipping charges.  
MPM, Inc. does not pay Energy/Fuel Surcharges, unless the department making the purchase has authorized these charges by drafting an additional purchase order line. If the price is not stipulated on this order, it is not to be filled at price higher than last previously quoted or charged without written authority of Purchaser.
3. When the purchase order does not specify the revision level of the specification, the latest specification shall apply.
4. All goods shall be shipped F.O.B. as stated on the face of this order. If goods are shipped F.O.B. Destination or Purchaser's plant, shipping charges must be prepaid or charged to the appropriate account number given by an MPM, Inc. representative. No insurance premium or shipping costs will be allowed unless otherwise authorized in writing. Goods must be packed and delivered to conform to Uniform Freight Classification to obtain the lowest shipping rate. Packing slips must be enclosed with all shipments showing; 1) the order number, 2) line number, 3) release number, if any and 4) quantity. Charges accrued through the Supplier's failure to ship in accordance with the Purchaser's shipping instructions will be charged to Supplier's account.
5. Time shall be of the essence in this order. The goods must be delivered strictly in accordance with the quantities, specifications and delivery schedule specified. Otherwise, in addition to its other legal remedies, Purchaser shall be at liberty to cancel this order, in whole or in part. Purchaser assumes no obligation for goods shipped more than quantities specified in this order or prior to delivery schedule specified.
6. Goods are subject to inspection by the Purchaser and the Purchaser shall be the final judge of the goods. No payment will be made to Supplier for any goods, which are rejected on such inspection. Purchaser reserves the right to reject any portion of any shipment not strictly in accordance with specifications and in such case will pay to Supplier a reasonable price, therefore, will be held for Supplier's instructions and at its risk and expense. If instructions are not received within fifteen (15) days after notice of rejection, goods will be returned at Supplier's expense. No goods returned as defective shall be replaced without Purchasers' written permission. Where re-work is required to meet specification



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requirements, the Supplier, at no cost to Purchaser, shall arrange for such re-work. Payment for goods shall not constitute acceptance thereof by Purchaser nor shall Purchaser's inspection or omission to inspect relieve Supplier of its obligation to furnish all goods in strict accordance with all terms and provisions of this order.

7. Supplier warrants the material furnished hereunder: (1) to be free from defects in title, labor, material, or workmanship, (2) to conform to applicable specifications, drawings, samples or other description given, (3) to be suitable for the purpose intended, (4) to be of merchantable quality and further warrants that material of Supplier's design will be free from defects in designs.

8. All work to be performed by Supplier hereunder shall be performed entirely at the risk of the Supplier and Supplier shall defend, indemnify and hold harmless MPM, Inc., its agents, servants, representatives and employees from and against any and all loss (including without limitation, loss of use), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected with any thereof (including, without limitation, attorney's fees) of whatsoever nature on account of any and all damage to or loss or destruction of any property (including, without limitation, property of MPM Inc.), or injury to death of any person (including, without limitation, employees of MPM Inc.) arising directly or indirectly out of or in connection with the performance of Supplier of such work. Without limiting the generality of the foregoing, Supplier agrees to indemnify and hold MPM harmless from and against all claims and liens of all persons based upon furnishing of labor and/or material in connections with the goods sold and/or services rendered by Supplier hereunder.

9. The remedies herein reserved shall be cumulative and additional to any other and further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach, or of such provision.

10. Supplier shall keep confidential all information, drawings, specifications, or data furnished by Purchaser, or prepared by Supplier specifically in connection with the performance of this order and shall not divulge or use such information, drawings, specifications, or data to or for the benefit of any other party. Supplier agrees that if the goods covered by this order are to be manufactured to design or technical data furnished by Purchaser, the Supplier shall not without the prior written consent of Purchaser, manufacture any such goods except for upon order of the Purchaser. Supplier shall not disclose to any person or entity, other than those employees of Supplier who have been a need to know, any information of MPM Inc., whether written or oral, which Supplier may obtain from MPM, Inc. or otherwise in performance of this purchase order.

11. The obligations of the Supplier contained herein shall survive acceptance of the goods and payment therefore by Purchaser.

12. In the event of Supplier's breach of any of the provisions of this agreement, Purchaser may terminate this purchase order, in whole or any part, at any time without liability, except for items accepted. A written notice of termination shall be supplied by the Purchaser specifying the effective date and the extent of any such termination.

13. MPM, Inc. may, at any time and without stating any reason, therefore, terminate any existing Purchase Order issued hereunder, either in whole or in part by providing Supplier with written notice of its intent to terminate a Purchase Order.



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14. This order shall be governed in all respects by the laws of the State of Kansas. In the event any court of competent jurisdiction or any Regulatory Agency having such jurisdiction determine that any provision herein contained is either unlawful or unenforceable and therefore invalid, such determination shall not affect any other term or condition herein set forth.

15. MPM, Inc. makes payment to a supplier by purchase order number and line number. Omitting the purchase order number and line number from the invoice or supplying product to MPM, Inc. without a purchase order number may cause your payment to be delayed, or to be forfeited.

- Unless otherwise stated in the purchase order, terms are Net Thirty (30) days after delivery of goods and receipt of invoices.
- MPM, Inc. does not take orders verbally without a signed Purchase Order. MPM, Inc. does not pay Energy/Fuel Surcharges, unless the department making the purchase has authorized these charges by drafting an additional purchase order line.
- All invoices should be emailed to [invoices@mpm1.com](mailto:invoices@mpm1.com) (one attachment per email); Sending multiple invoices per email may result in one or more invoices skipped for unreceived PO lines.
- You may also send invoices via postal mail or by facsimile:

MPM, Inc., Accounts Payable  
2100 S. West St.  
Wichita, KS 67213

Note: Invoices should NOT be sent to the departments