

# Sigma Aerospace Metals, LLC

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## Purchasing – Additional Conditions of Purchase

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The following additional conditions of purchase apply to all Sigma Aerospace Metals, LLC., purchase orders, work orders, and for any other transaction in which a written contract exists:

### 1.0 GENERAL TERMS AND CONDITIONS

- 1.1 Purchase Order Acceptance: The receipt of a purchase order by the Seller without immediate notice to Sigma Aerospace Metals, LLC of any inaccuracies is acknowledgement of all purchase order conditions set forth or stated herein.
- 1.2 The Sigma Aerospace Metals, LLC Purchase Order Number must be shown on all packages and must appear on the Seller's invoice.
- 1.3 Partial shipments are not allowed without Sigma Aerospace Metal, LLC's authority.
- 1.4 Sigma Aerospace Metals, LLC reserves the right to cancel an order at their option should the Seller fail to ship on the date specified, or though the Seller's failure to comply with other purchase order conditions set forth or listed herein.
- 1.5 Where materials are purchased on a weight basis it is understood that unless otherwise specified Net Weight shall apply, and a Certified Weight Certificate by an authorized weighmaster shall be furnished - otherwise arrival weights will govern.
- 1.6 Any additions/deletions/changes to a Sigma Aerospace Metals, LLC purchase order shall render it null and void.
- 1.7 Suppliers shall immediately notify Sigma Aerospace Metals, LLC of any change location.
- 1.8 Product Safety: Seller must maintain the state of the product so that it is able to perform to its designed or intended purpose without causing unacceptable risk of harm to a person or damage to property.
- 1.9 Ethical Behavior: Seller must maintain and implement an ethics behavior program appropriate for its business throughout the performance of this contract.
- 1.10 Product or Service Conformity: Seller must ensure that personnel have the appropriate skills and experience to handle and process the product or service conformity throughout the performance of this contract.

### 2.0 QUALITY CONTROL

- 2.1 Quality System Requirements: Supplier's Quality Control System shall comply with, as a minimum, Aerospace Standard SAE AS9003, Inspection and Test Quality System.
- 2.2 Right of Entry: Acceptance of a purchase order grants the right of access by Sigma Aerospace Metals, LLC., their customer(s) and regulatory authorities to all facilities involved in the order and all applicable quality records.
- 2.3 Record Retention: Quality records, documentation and certifications shall be maintained on file for a minimum of ten (10) years after completion and payment of each purchase order.
- 2.4 Subcontracting: Supplier shall not subcontract any special processes without prior approval.
- 2.5 Notification of Nonconformity: Seller shall immediately notify Sigma Aerospace Metals of any product nonconformity to obtain disposition.
- 2.6 Mill Test Reports required – Sigma Aerospace Metals, LLC reserves the right to refuse material that is shipped without full test reports
- 2.7 Full Traceability Required - Sigma Aerospace Metals reserves the right to refuse material that is shipped without full chain of custody traceable back to the originating mill
- 2.8 Quality Specification: Unless specifically stated otherwise, all material and processes are to be provided to the current revision of the required specification, that is in effect by the issuing authority, on the date of delivery.

### 3.0 RAW MATERIAL

When Sigma Aerospace Metals, LLC purchase orders require materials in accordance with government/industry specifications, the following conditions apply:

- 3.1 Certificate of Conformance: A Certificate of Conformance referencing the applicable specification(s) and revision(s) must be supplied with each shipment
- 3.2 Original Mill Reports: Original mill or foundry chemical/physical analysis and mechanical test reports confirming the "chain of custody" for material used to fulfill the order must be submitted to Sigma Aerospace Metals, LLC for each lot of material shipped. Heat lot numbers must be traceable to the supplied material.
- 3.3 Country of Origin: All raw material, castings, forgings and extrusions must be of American content material or in accordance with DFARS 252.225-7002. Sigma Aerospace Metals, LLC shall be contacted for directions if foreign content material is to be used.

- 3.4 Conflict Minerals: The Seller will not supply any product made from tin (cassiterite), tantalum (columbite), tungsten (wolframite), gold and/or any other “conflict mineral” as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act in order to fulfill Sigma Aerospace Metals, LLC’s purchase order.
- 3.5 Counterfeit Materials: Unless Buyer specifies in writing otherwise, Seller shall deliver only new goods to Buyer. No counterfeit or suspect counterfeit goods are to be delivered. Seller shall procure the goods directly from the original component or equipment manufacturer (OEM) or through the OEM’s authorized distributor. Documentation must be available that authenticates traceability to the applicable OEM. If Seller becomes aware or suspects it has furnished counterfeit goods, Seller shall immediately notify Buyer. Seller agrees that if counterfeit goods are found to have been furnished to Buyer, those items will not be returned to Seller, and Seller may be liable for all costs relating to impoundment, removal and replacement.
- 3.6 Substitutions: Goods in excess of those specified, non-conforming goods or unauthorized substitutions will not be accepted by Buyer and any such goods will be held at Seller’s risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.