

U.S. Circuit Inc.

Supplier Terms and Conditions

General: As a supplier to U.S. Circuit, Inc., you become a key contributor to the products and services that we deliver to our customers. We value the conformance of your products and services with our contribution to product safety and ethical business practices to cast our customers' requirements and satisfaction. It is understood that your organization agrees to meet the following requirements necessary to satisfy AS9100 whenever an U.S. Circuit, Inc. purchase order specifies that the order is for an aerospace application/job (or contains some similar aerospace/AS9100 reference). These requirements are to be considered as terms and conditions to all aerospace purchases.

These terms and conditions apply to all external suppliers and vendors which furnish products, processes, and/or services. Our organization reserves the right to final approval of products, services, methods, processes, equipment and release of products and services.

1. U.S. Circuit, Inc. is to be contacted (by the supplier) in the event of nonconforming product/material within 24 hours. Arrangements for the approval of supplier nonconforming product/material must be as directed by an U.S. Circuit Inc. authorized manager or designee.
2. The supplier shall notify U.S. Circuit, Inc. of any changes to a product and/or process and to obtain approval of such change from an authorized U.S. Circuit, Inc. manager or designee. When required a new First Article of inspection shall be supplied.
3. U.S. Circuit, Inc., our customers, and regulatory authorities retain the right of access to all supplier facilities involved in the aerospace process order and to all associated/applicable records.
4. U.S. Circuit, Inc. requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow-down to your supplier/sub-tier suppliers.
5. U.S. Circuit, Inc. performs inspection activities to ensure that purchased product meets purchase requirements. They may include:
 - Receiving inspections (of supplier products/services/documents) and/or performed by a designated U.S. Circuit, Inc. employee. U.S. Circuit, Inc. verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, U.S. Circuit, Inc. may inspect or audit at the supplier's facility.
 - All incoming finished parts, material, gaging, special tooling or any item that is used in the manufacture of aerospace parts must be boxed or protected during shipping. U.S. Circuit, Inc. retains the right to refuse any shipment because of damage that may occur because of improper packaging, etc. and return it to the supplier for replacement at the supplier's cost.
6. Products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (ENIG, Copper, Via Fill, Lead Free plating's etc.) will require a Certificate of Conformity. All special processes must be performed by competent and/or qualified persons.

7. U.S. Circuit Inc. shall review supplier performance on an annual basis. The following indicators shall be evaluated using a grading scale of 1 to 3.

- **Product Quality**
- **On Time Delivery**
- **Cost Reduction**
- **Responsiveness**

To maintain its good standing and remain active on U.S. Circuit Inc. approved vendor listing (AVL), an average overall grade of 2 or better needs to be maintained by the supplier. The performance results shall be documented and made available to all suppliers when requested.

8. When appropriate, U.S. Circuit, Inc. may delegate the inspection authority to one of its approved suppliers. U.S. Circuit, Inc. will communicate the inspection requirements and maintain a record of those approved to carry out such inspections.
9. When U.S. Circuit, Inc. or its customer intends to perform verification at the supplier's premises, U.S. Circuit, Inc. will first state the intended verification arrangements and the method of product release. This information will be communicated on the U.S. Circuit, Inc. purchase order or via another acceptable purchasing arrangement.
10. To ensure product identification and traceability, U.S. Circuit, Inc. will institute controls that include the requirement of material certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on U.S. Circuit, Inc's RFQ, purchase order, or may otherwise be communicated to the supplier.
11. U.S. Circuit, Inc. requires that the Supplier have policies and procedures to identify potential counterfeit parts from suppliers. Seller shall immediately notify U.S. Circuit, Inc. with the pertinent facts if the supplier becomes aware of or suspects that counterfeit parts may have been used in a product delivered to U.S. Circuit, Inc. In the event that products delivered under this order constitutes or includes counterfeit parts, supplier shall, at its expense, promptly replace such counterfeit parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, seller shall be liable for all costs relating to the removal and replacement of counterfeit parts.
12. U.S. Circuit, Inc. may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from U.S. Circuit, Inc's approved supplier list, and legal actions.
13. Documented information such as Test Reports, Material Certs., and/or Certificates of Conformity shall accompany all orders. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirement. Supplier shall maintain on file all quality documentation for a minimum of 7 (seven) years or as required by contract. Calibration records must be retained for 7 (seven) years from completion of purchase order.
14. The supplier shall immediately notify U.S. Circuit, Inc. and explain any circumstances, which may delay the timely performance of the purchase order and shall continue to notify U.S. Circuit, Inc. of any significant changes in delivery status.

U.S. Circuit, Inc's suppliers are a critical part of our success. **For us to achieve that success, the supplier must ensure that their employees are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior. The supplier shall maintain compliance with all laws and regulations applicable to their business.**

If you have any questions regarding these specifications and requirements, assistance is available. Contact U.S. Circuit, Inc., before proceeding with this order.

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