

Turner Bellows Supplier Terms and Conditions

Acceptance of a Purchase Order will signify acceptance of the following terms and conditions.

Purchase Order Confirmation

Confirmation of the PO is required via email, confirming the part number, revision, price, and delivery date. The Supplier is responsible to comply with the PO terms and all associated documents. The Supplier must notify the buyer of any discrepancies or issues prior to providing an order confirmation. Turner Bellows has final approval of product, procedures, processes, and equipment. Turner Bellows reserves the right to reject an entire lot if any defects are detected at Turner Bellows.

Certificate of Conformance

Certification of Materials and/or Processes performed must be provided with delivery of materials and components. Where applicable, Supplier shall provide SDS sheets meeting OSHA requirements.

Shelf Life

Materials with a limited shelf life shall be supplied with date of manufacture and date of expiration and must, at time of receipt at Turner Bellows, have at least 75% of their shelf life still remaining unless detailed otherwise in the PO.

Country of Origin

The Country of Origin should be included with each shipment. Supplier shall notify Turner Bellows in the event of a change in COO.

Shipping and Packaging

Material/product will be packaged in a way that provides protection against contamination and physical damage encountered in general handling and shipping. All cost incurred due to improper packaging will be paid for by the Supplier.

Government Rated Orders

As applicable, the Supplier shall comply with the DPAS priority ratings imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense. ([www.dcms.mil/Portals/31/Documents/DPAS/DPAS for the Contractor REV8.pdf](http://www.dcms.mil/Portals/31/Documents/DPAS/DPAS%20for%20the%20Contractor%20REV8.pdf))

Quality Management System

The materials/components and services processed/provided by the Supplier must be controlled by a documented quality management system that conforms to ISO 9001 or AS9100, as appropriate, or a QMS that is acceptable to Turner Bellows.

Records Retention

Supplier is required to retain complete and accurate records of traceability back to the original Supplier/manufacturer for a minimum period of 7 years. Records must be readily available upon Turner Bellows' request.

Identification

Supplier shall maintain the proper identification and revision of specifications, drawings, process requirements, inspection instructions and other relevant data.

Inspection & Testing

Supplier will maintain clear instructions for inspection and testing data including acceptance/rejection criteria, the number of observations, quantity accepted/rejected, observed deficiencies, and corrective actions. Inspection status shall be available at all times. Final inspection and testing shall be controlled and traceable to records. The Supplier's inspection sampling plan shall be in accordance with ANSI/ASQ Z1.4. If an FAI or PPAP is required, it will be stated on the purchase order.

Calibration

Measurement and test equipment utilized in performance/verification of all orders must be calibrated in accordance with ISO17025 (or equivalent) standards or in accordance with manufacturers specifications. Records of calibration must be maintained. In the event that measurement or test equipment is found to be out of calibration after use on Turner Bellows' products, the Supplier must notify Turner Bellows immediately. A report must be provided that includes part numbers and serial numbers of all affected products delivered, shipment dates of affected product, the details of the out of tolerance condition, root cause, and corrective action(s).

Workmanship Standard

All items must conform to workmanship requirements as specified on the applicable drawings, BOMs, parts lists and purchase orders. If no requirements are listed, products and services shall be processed in accordance with normal acceptable industry standards.

Special Processes

Special processes required by a PO or associated document must be performed by qualified personnel. Suppliers providing special processing must maintain a system for validating processes.

Notification of Change

Supplier must notify Turner Bellows of any changes, including changes to products, processes, component/material Suppliers, manufacturing facility locations (COO) and/or change in the Quality Manager System.

Non-Conforming Product

Suppliers must maintain a system for controlling nonconforming product, including procedures for identification, review, and disposition of nonconforming product/material. If the Supplier identifies any actual or potential nonconformity of product or processes used in the manufacture/testing of product after shipment of product to Turner Bellows, the Supplier must notify Turner Bellows immediately. Notification shall be in writing and include identification of product/process affected, dates of shipment, potential or actual nonconformity found, and corrective action to prevent reoccurrence.

Supplier Monitoring

Turner Bellows measures Supplier on time delivery and quality on a monthly basis. If the Supplier measurables fall below acceptable levels, Turner Bellows may request the Supplier to provide corrective actions.

Facilities Access

Seller shall provide to Turner Bellows, Inc., its customers, and regulatory authorities, access to any and all applicable areas of all facilities where work is being performed with respect to Turner Bellows' orders.

Counterfeit Parts

Supplier certifies that no counterfeit parts shall be supplied to or installed in any products delivered to Turner Bellows, Inc. Supplier further certifies that only new, unused, authentic, genuine, and legitimate items shall be delivered to Turner Bellows, Inc. Supplier shall maintain a system to mitigate the risk of counterfeit parts in the supply chain.

Conflict Minerals

Suppliers must supply materials/components to Turner Bellows that are “DRC Conflict-Free”. Suppliers are expected to maintain policies and management systems with respect to conflict minerals. All Suppliers are expected to establish their own program to ensure conflict-free supply chains. The Supplier shall be aware of the provisions of the U.S. Dodd-Frank Act (<http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>), Sec. 1502, Conflict Minerals, and accompanying regulations regarding “Conflict Minerals”, and exercise due diligence to comply with, and to demonstrate compliance with, the Act.

ITAR Compliance

Information furnished under Turner Bellows’ purchase orders may contain data subject to U.S. control laws and regulations, including but not limited to the ITAR and/or EAR. Supplier agrees that there will be no transfer of this data, by any means, to foreign persons, employed by or associated with, whether in the United States or abroad, without the prior written consent of Turner Bellows, Inc., and under the authority of an export license or applicable license exemption. This clause shall also apply to all appropriate subcontractors.

Foreign Object Debris

The Supplier must maintain an effective FOD prevention program. The Supplier shall utilize effective FOD preventive practices. The program shall be proportional to the sensitivity of the product or service provided.

Flow down

Supplier shall flow down these requirements, including customer requirements, to all sub-tier Suppliers.

Government Contract Provisions

If a Federal Government contract number appears on the face of this order, the following clauses of the Federal Acquisition Regulation (FAR) and the Department of Defense FAR Supplement (DFARS) are hereby incorporated by reference to the extent that they may apply. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the Laws of the State of New York, USA.

FAR SECTION	TITLE OF CLAUSE
52.202-1	Definitions
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hot Line Posters
52.204-2	Security Requirements
52.204-10	Reporting Subcontract Awards
52.208-8	Required Sources for Helium and Helium Usage Data
52.209-5	Certification Regarding Debarred, Suspension, Proposed for Debarment and Other Responsibility Matters
52.209-6	Protecting the Governments Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements.
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items
52.214-26	Audit Records-Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data- Modifications-Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding
52.215-2	Audit and Records- Negotiation
52.215-10/11	Price Reduction for Defective Cost or Pricing Data/Modification
52.215-12/13	Subcontractor Cost or Pricing Data/Modifications
52.215-14 & ALT 1	Integrity of unit Price
52.215-15	Pension Adjustment and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes

<u>FAR SECTION</u>	<u>TITLE OF CLAUSE</u>
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications
52.215-22	Limitations on Pass Through Charges- Identification of Subcontract Effort
52.215-23 and Alt I	Limitations on Pass Through Charges
52.216-5	Price Redetermination-Prospective
52.216-6	Price Redetermination-Retroactive.
52.216-7	Allowable Costs and Payment
52.216-8	Fixed Fee
52.216-10	Incentive Fee
52.216-16	Incentive Price Revision-Firm Target
52.216-17	Incentive Price Revision-Successive Target
52.216-24	Limitation of Government Liability
52.216-25	Contract Definitization
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation.
52.222-11	Subcontracts (Labor Standards)
52.222-20	Walsh-Healy Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52.222-22	Previous Contracts and Compliance Reports
52.222-26	Equal Opportunity
52.222-27	Affirmative Action Compliance Requirements for Construction
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	Service Contract Act of 1965 as Amended
52.222-50	Combating Trafficking in persons
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radio Active Materials
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of Chemical Release reporting.
52.223-14	Toxic Chemical Release Reporting
52.224-2	Privacy Act
52.225-3	Buy American Act-Free Trade Agreements-Israeli Trade Act
52.225-8	Duty Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.225-18	Place of Manufacturer
52.227-1 & Alt 1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10/11/13	Patent Rights
52.228-5	Insurance-Work on a Government Installation
52.229-3	Federal, State and Local Taxes
52.229-10	State of New Mexico Gross Receipts and Compensating Tax
52.230-1/2/3/4/5/6	Cost Accounting Standards
52.232-1	Payments
52.232-2	Payments Under Fixed Price Research and Development Contracts

52.232-9	Limitation on Withholding of Payments
52.232-20/22	Limitation of Cost / Limitation of Funds
52.233-2	Service of Protest
52.233-3 and Alt 1	Protest after award
52.233-4	Applicable Law for Breach of Contract claim
52.234-1	Industrial resources developed under defense production Act Title III
<u>FAR SECTION</u>	<u>TITLE OF CLAUSE</u>
52.236-13	Accident Prevention
52.237-7	Indemnification and Medical Liability Insurance
52.242-1	Notice of Intent to Disallow Costs
52.242-3	Penalties for Unallowable Costs
52.242-15	Stop-Work order
52.242-17	Government Delay of Work
52.243-1	Changes- Fixed Price
52.243-2	Changes- Cost Reimbursement
52.244-2	Subcontracts
52.244-5	Competition in subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-2& Alt 1	Government Property (Fixed Price Contracts)
52.246-2	Inspection of Supplies- Fixed-Price
52.246-3/5/6	Inspection of Supplies- Cost –Reimbursement / Services - Cost –Reimbursement / Time and Material and Labor-hour
52.246-16	Responsibility for Supplies
52.247-63/64	Preference for U.S.-Flag Air Carries / Privately Owned U.S.-Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination for Convenience of the Government (Fixed- Price)
52.249-6	Termination (Cost Reimbursement)

52.249-8	Default (Fixed-Price Supply and Service)
52-252-2	Clauses Incorporated by Reference
52.252-6	Authorized Deviations in Clauses

<u>DFAR SECTION</u>	<u>TITLE OF CLAUSE</u>
252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies
252.204-7000	Disclosure of information
252-204-7008	Requirements for Contracts Involving Export – Controlled Items
252.208-7000	Intent to furnish precious metals as Government –furnished material.
252.211-7000	Acquisition Streamlining
252.212-7001	Contract terms and conditions required to implement statutes or Executive Orders applicable to Defense acquisitions of Commercial items.
252.215-7000	Pricing adjustments
252.217-7012	Liability and Insurance
252.219-7003	Small, Small disadvantaged, and women-owned small business subcontracting plan (DoD contracts)
252.219-7004	Small, Small disadvantaged, and women-owned small business subcontracting plan. (Test Program)
252.222-7000	Restrictions on Employment of Personnel
252.223-7002	Safety precautions for ammunition and explosives
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials
252.223-7007	Safeguarding sensitive conventional arm, ammunition, and explosives
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying country sources as subcontractors
252.225-7004	Reporting of Contract Performance Outside the United States
252.225-7008	Restriction on Acquisition of Specialty Metals
252.225-7009	Restriction on Acquisition of Articles Containing Specialty Metals
252.225-7010	Commercial Derivative Military Article – Specialty Metals Compliance Certificate

252.225-7012	Performance for certain domestic commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on acquisition of ball and roller bearings
252.225-7019	Restriction on acquisition of anchor and mooring chain
252.225-7025	Restriction on acquisition
252.225-7029	Reporting of Commercially Available Off the shelf Items that Contain Specialty Metals and are Incorporated into Noncommercial End Items
252.225-7033	Waiver of United Kingdom Levies
<u>DFAR SECTION</u>	<u>TITLE OF CLAUSE</u>
252.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns
252.227-7013	Rights in technical data- Non commercial items
252.227-7014	Rights in noncommercial computer software and noncommercial computer software documentation
252.227-7015	Technical Data-Commercial Items
252.227-7016	Rights in bid or proposal information
252.227-7017	Identification and assertion of use, release, or disclosure restrictions.
252.227-7018	Rights in noncommercial technical data and computer software-Small Business Innovation Research (SBIR) Program.
252.227-7019	Validation of asserted restrictions- Computer software
252.227-7025	Limitations on the use or disclosure of government-furnished information marked with restrictive legends
252.227-7026	Deferred delivery of technical data or computer software
252.227-7027	Deferred ordering of technical data or computer software
252.227-7028	Technical data or computer software previously delivered to the government
252.227-7030	Technical data-with holding of payment.
252.227-7033	Rights in shop drawings
252.227-7037	Validation of restrictive markings on technical data

252.227-7039	Patents-Reporting of subject inventions
252.228-7001	Ground and Flight Risk
252.228-7005	Accident reporting and investigation involving aircraft, missiles, and space launch vehicles.
252.229-7004	Status of Contractor as a direct contractor (Spain)
252.231-7000	Supplemental Cost Principles
252.234-7001	Notice of Earned Value Management System
252.235-7000	Indemnification under 10 U.S.C.2354-Fixed Price
252.235-7001	Indemnification under 10 U.S.C.2354-Cost reimbursement
252.235-7002	Animal Welfare
252.235-7003	Frequency Authorization
252.236-7000	Modification proposals- Price breakdown
252.239-7016	Telecommunications security equipment, devices, techniques, and services.
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for commercial items and commercial components (DoD contracts)
252.246-7001	Warranty of Data
252.247-7023	Transportation of supplies by sea
252.247-7024	Notification of transportation of supplies by sea
252.249-7002	Notification of anticipated contract terminations or reductions