

STANDARD TERMS & CONDITIONS

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Quality System Requirements

IMS, Inc. encourages External Providers to implement fundamental quality management systems that include configuration management, risk based thinking, are process based, and continuously improve their processes and systems.

IMS, Inc. does not require certification to ISO or AS but the supplier shall implement and maintain a quality management system that reflects requirements of ISO 9001:2015, AS9100: 2016 Rev D or MIL-PRF-31032.

For special processes, NADCAP accreditation is required. All special processes required by this purchase order must be performed by qualified personnel.

All Suppliers providing calibration services must be certified to ISO17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

It is the External Providers responsibility to provide an updated QMS or NADCAP certificate to IMS, Inc. when current one expires.

External Providers must have a process in place to:

- Make employees aware of contribution to product quality
- Their contribution to product safety
- Importance of ethical behavior

IMS, Inc., and their interested parties must have the right of access to all applicable areas within the External Providers facility and documented information at any level of the supply chain.

Traceability

The supplier shall have a documented process to maintain trace of product & services, constituent parts, special processes, and material through all stages of production, processing and distribution. The supplier shall have capability of tracing backward from fabricated hardware to the records or material from which the item, part, and material originated. In cases where the customer provides specific traceability or serialization requirements, this traceability shall be maintained throughout the process. Identification and retrieval shall be required through all levels of higher assembly.

Record Retention

The External Provider shall retain documented information for a minimum of 10 years (unless otherwise specified) and shall be available to IMS, Inc. when requested.

External Provider Assessment

New External Providers will be required to complete a supplier survey.

First Articles may be requested if the requirement is "flowed down" by IMS, Inc.' customer. In some cases, special forms such as AS9102 current revision may be required and will be noted on the Purchase Order. This form must be returned with product unless a waiver is received by the External Provider prior to shipping product back to IMS, Inc., along with expected date of completion.

Foreign Object Debris (FOD)

As applicable, Supplier will take necessary steps during processing and packaging to prevent addition of any foreign object debris or contaminates. Supplier shall have a F.O.D. prevention and training program adequate enough to ensure compliance.

Process Changes

Process changes must be communicated, and approved (prior to change) if any of the following occur:

• Quality Management System status change (e.g. QMS certification or withdrawal)

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- Change in processes
- Change in materials
- Change in management
- Contact change
- Location change
- Equipment change
- Use of Sub-Tier External Provider

Note- All changes must be submitted in writing or electronically to IMS, Inc.'s Quality Process Engineer.

Problem Resolution

When non-conforming product is identified, the External Provider will take swift action to bring resolution to the problem.

If the requirements cannot be met, written approval or deviation must be obtained from the Purchasing Engineer or Quality Process Engineer at IMS, Inc, prior to shipping non-conforming product. IMS, Inc. reserves the right to reject non-conforming material/services provided at the External Providers expense without this documentation.

Rejection Policy

Products that fail to meet IMS, Inc. stated requirements will be rejected. IMS, Inc. will make the decision whether stock is to be sorted internally to maintain production needs in which case the External Provider will be charged back for costs related to the sort, or will be responsible for the sort. The External Provider may be asked to sort the product at IMS, Inc. facility depending on severity. When a rejection occurs, the Purchasing Manager will request an RMA (Return Material Authorization). The product will be returned at the External Providers expense. Inventory will be contained until it is deemed acceptable. The non- conformance will be noted on the External Provider's annual Quality Rating.

Corrective Action Process

Upon receipt of non-conforming product, a corrective action may be issued depending on the severity of the occurrence. The containment response must be communicated to IMS, Inc.' Purchasing Manager within24 hours, and the completed corrective action submitted within 10 business days of the date issued or days may be reduced due to severity. If the due date cannot be met, it is the External Providers responsibility to communicate this to IMS, Inc.' Quality Process Engineer and a new due date will be agreed upon.

Corrective Action may also be initiated if the External Providers rating is not maintained at the required levels as noted in this manual. Upon annual review of the External Provider's performance, the Purchasing Engineer and Quality Process Engineer may initiate written notification of declining performance. This notification will communicate the reason for the notification and whether or not corrective action will be required. The External Provider can use their own form to complete the corrective action. The form must be submitted to IMS, Inc. Quality Process Engineer for review/ rejection/ approval.

Delivery Requirements

External Providers are required to maintain on-time delivery per rating criteria. If an External Provider will not be able to deliver product by the required due date, it is your responsibility to notify IMS, Inc.'s Purchasing Engineer as soon as possible to schedule an acceptable delivery due date. The quality rating will be adjusted to reflect this change if required.

Flow down to sub-tier External Providers

External Providers must not flow down work to sub-tier External Providers unless approval has been received from IMS, Inc., Inc. Once approval has been received, all applicable requirements must be noted in the purchasing documents, including key characteristics when required.

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Rating Metrics

Supplier Evaluation takes place at a minimum of once per year and will be reviewed at the Management Review Meeting. The evaluation is based on the data entered and collected in Step 1 of this procedure. The data is analyzed, and a Supplier Rating is assigned to each supplier based on the on-time delivery statistics and percentage of rejected shipments. Supplier ratings are defined as a number i.e. 1 thru 4. The highest/best rating is 1, and the lowest/worst rating is 4. The rating is assigned based on the supplier's previous-year performance. This is illustrated in the table below.

Note: All suppliers with a rating of 4 are subject to re-evaluation. This involves contacting the supplier formally, in writing, and making them aware that their performance is unacceptable. If the supplier's rating does not improve to at least a level 3 within the next review period, the supplier may risk dismissal.

Supplier Rating	Collective Percentage (Percent On Time + Percent Accepted)	
1	180-200	
2	160-179	
3	140-159	
4	<140	

Confidentiality Agreement

External Providers shall not disclose to others or use for its' own purposes any trade secrets, confidential information, or confidential documents (e.g. prints, customer specifications, etc.) obtained from IMS, Inc. All supplied documentation and/or data shall be considered confidential. If supplied documentation needs to be shared for any reason, prior approval must be obtained from IMS, Inc.

Counterfeit Parts

The External Provider will not ship any counterfeit product to IMS, Inc. and must have controls in place to prevent the use and detection of any such product(s).

Cost Recovery

External Providers will be responsible for all associated recovery costs for defective materials or insufficient documentation supplied to IMS, Inc.. Costs may include but are not limited:

- Administrative
- Rework charges incurred
- Freight charges
- Production downtime

Procurement Quality Requirements

- Every shipment must contain a packing slip with IMS, Inc. purchase order number
- Certificate of compliance or Certificate of Analysis- (Raw materials/ chemicals)
- All products must have manufactured date and expiration date on the label
- All first-time shipments must contain an MSDS (material safety data sheet)

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- Material should come from one lot -Multiple Lots Require Prior Approval and Must Be Clearly Identified
- Seller is strictly prohibited from the use of any material in fulfillment of this Purchase Order with the ASTM B209 specification
- · Domestic material only
- Chemistry must have a minimum of 3 months' shelf life remaining when received
- Inks must have a minimum of 3 months' shelf life remaining when received
- All orders must be confirmed to IMS, Inc. by email Confirm ship date, method of shipping, quantity and price
- Receiving hours are Monday through Friday 7 AM to 5 PM
- Must follow ITAR requirements when noted
- 30-day advance notification of any pricing increase is required
- Seller agrees to comply with applicable FAR and FAR Supplement Clauses

PROHIBITION ON MATERIALS FROM RUSSIA

The Seller is strictly prohibited from the use of any material in fulfillment of this Purchase Order originating from Russia, or produced or acquired by any organization, entity, or element of the of the Russian Federation, or by any entity that is owned or controlled by the Russian Federation or that has been organized under or is otherwise subject to the laws of the Russian Federation

ETHICAL STANDARDS OF CONDUCT

The Seller shall neither receive nor give any gifts or gratuities in connection with this Purchase Order or Contract. The Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. The Seller shall not participate in any unethical conduct during performance of this Purchase Order or Contract. The Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

COMMUNICATION WITH BUYER'S CUSTOMER

The Buyer shall be solely responsible for any and all communication with the Buyer's customer, and the Seller shall not communicate with the Buyer's customer regarding this Purchase Order or Contract or any related contract without the Buyer's express prior written consent.

PRICE COMPETITIVE

The Seller warrants that the price for the Articles set forth herein does not exceed that price which is charged by the Seller to any other commercial customer purchasing similar services or Articles of like grade and quality.

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