

Standard Terms and Conditions

For Purchase Orders Issued by TRUFORM MACHINE, Inc.

1. Acceptance

These Supplier Terms and Conditions apply to all purchase orders issued by TRUFORM MACHINE, Inc. (“TRUFORM”). Acceptance of a TRUFORM purchase order constitutes acceptance of these Terms and Conditions.

2. Quality and Delivery Performance

TRUFORM’s objective is 100% on-time delivery and zero defects. Supplier performance may be monitored and evaluated. Corrective action may be required for nonconforming products or failure to meet delivery requirements.

3. Compliance with Laws and Regulations

Suppliers shall comply with all applicable statutory, regulatory, and safety requirements relating to the products or services supplied, including export control regulations where applicable.

4. Specifications and Revisions

Suppliers shall comply with all requirements identified in purchase orders, drawings, specifications, standards, and special instructions. Unless otherwise specified, the latest revision shall apply.

No deviation is permitted without prior written approval from TRUFORM.

All proprietary documents provided by TRUFORM remain confidential and shall not be disclosed without written authorization.

5. Flow-Down Requirements

Suppliers shall flow down all applicable purchase order requirements, including regulatory, statutory, customer-specific, and quality requirements, to sub-tier suppliers. Suppliers remain fully responsible for sub-tier compliance.

6. Change Notification

Suppliers shall notify TRUFORM in writing prior to changes affecting product conformity, including but not limited to:

- Manufacturing processes
- Special processes
- Inspection methods
- Facility location
- Sub-tier suppliers
- Ownership affecting quality systems

Written approval may be required before implementation.

7. Subcontracting

Suppliers shall not subcontract any portion of a purchase order without prior written approval from TRUFORM.

8. Special Processes

Special processes (including but not limited to welding, heat treating, plating, chemical processing, coating, or nondestructive testing) shall be performed by qualified personnel and, where required, by approved sources.

9. Inspection, Testing, and Documentation

When required by purchase order, suppliers shall provide:

- Certificates of Conformance
- Certificates of Analysis

- Test or inspection reports
- First Article Inspection documentation (e.g., AS9102), if specified

Records shall be maintained and made available upon request.

10. Key Characteristics and Critical Items

When identified in drawings or specifications, key characteristics and critical items shall be controlled using appropriate methods to ensure conformity.

11. Nonconforming Product

Suppliers shall notify TRUFORM within one (1) business day upon discovery of nonconforming or suspected product, including product discovered after delivery. Nonconforming products shall not be shipped without written authorization.

12. Counterfeit Parts Prevention

Suppliers shall maintain a documented process to prevent the use of counterfeit or suspect counterfeit parts and shall procure materials from original manufacturers, authorized distributors, or approved sources. Suspect counterfeit parts shall be reported immediately to TRUFORM.

13. Traceability

Suppliers shall maintain traceability of materials and components to original manufacturer or mill source when required by purchase order, drawing, or specification.

14. Records Retention

Quality records shall be legible, identifiable, retrievable, and protected from damage or deterioration. Records shall be retained for a minimum of twelve (12) years unless otherwise specified. Disposal shall ensure confidentiality.

15. Design and Development (If Applicable)

When design services are included in the purchase agreement, suppliers shall control design planning, verification, validation, configuration management, and change control. Design changes require prior written approval from TRUFORM.

16. Competence and Awareness

Suppliers shall ensure personnel performing work affecting product conformity are competent based on appropriate education, training, skills, and experience.

Suppliers shall ensure personnel are aware of:

- Their contribution to product conformity
 - Their contribution to product safety
 - The importance of ethical behavior
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17. Product Safety

Suppliers shall implement controls to ensure product safety throughout production, including prevention of foreign object damage (FOD) and consideration of human factors.

18. Ethical Conduct

Suppliers shall conduct business ethically and in compliance with applicable laws and regulations. Fraudulent or unethical practices may result in corrective action or termination of business relationships.

19. Cybersecurity

Suppliers shall establish, implement, and maintain controls to safeguard information systems and data in accordance with applicable statutory, regulatory, and customer requirements. Suppliers shall promptly notify TRUFORM of any cybersecurity incident that may affect product conformity, data integrity, or contractual obligations.

20. Export Control

ITARS DISCLOSURE: Products or services relating to Defense articles are ITAR CONTROLLED and a license from the U.S. Department of State is required prior to sharing this technical data with a foreign person or exporting this technical data to a foreign country. This control shall be evident by the presence of an ITAR CONTROLLED statement included with or present on documentation and/or drawings supplied by TRUFORM MACHINE as part of the purchase agreement.

21. Right of Access

TRUFORM, its customers, and applicable regulatory authorities reserve the right of access to supplier facilities, applicable areas of sub-tier facilities, and relevant records for audit, inspection, and verification purposes.

Revision History

Revision	Effective Date	Description of Changes	Approved By
A	1/19/2021	Initial release of Supplier Terms and Conditions	M. Russell
B	01/14/2026	Added cybersecurity requirements; clarified record retention period; strengthened counterfeit parts prevention requirements	D. Sieler
C	2/24/2026	Comprehensive revision to align with AS9100D Clause 8.4.3. Added flow-down requirements, special process controls, FAI requirement, competence requirements, traceability, product safety, design control language, and enhanced change notification requirements	D. Sieler

Document Owner: Quality Manager

Review Frequency: Annual or As Required

The revision in effect at the time of Purchase Order issuance shall apply.

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