

**Terms and Conditions**

By accepting this purchase order as a Supplier to Pathfinder Industries, Inc. you agree to comply with the terms and conditions listed below with respect to any product or services provided to Pathfinder.

1. **Control of Drawings & Specifications:** The Supplier shall ensure that the drawings and specifications are the relevant revision status specified on the Purchase Order. The supplier shall comply with any special requirements requested by Pathfinder regarding the control of drawings and specifications.
2. **Quality/Inspection System:** Supplier shall maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.
3. **Reporting Discrepancies:** Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Supplier in respect of furnished drawings or engineering data will be brought to the attention of Pathfinder for resolution.
4. **Calibration System:** All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the AS9100D Standard traceable to NIST.
5. **Special Processes:** Supplier shall provide certifications for all special processes and nondestructive test results performed with each shipment. The certificate shall identify the processor, process used, controlling specification & revision, and the results of test or measurement performed. Supplier used shall be a Pathfinder and/or Customer approved source for said Processes. These include operations subject to process controls such as: Welding, NDT, heat treatment, etc. The Supplier shall be approved as per above to perform specific required Special Processes, or use Special Process vendors acceptable to Pathfinder and Pathfinder's customer.
6. **Material Substitution:** Unauthorized material substitutions are not permitted without Pathfinder's written consent.
7. **Changes in Process, Product or Location:** Supplier shall notify Pathfinder of intended or actual changes that may affect the quality of delivered goods and services. This includes: Changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes, or Natural Disasters. Quality data and/or approved design data to be available in the English language.
8. **Workmanship Quality:** Manufactured product shall be free from burrs, and sharp edges. Cosmetic issues caused by manufacturing or special processes must be identified. Supplier is responsible for the cost of product damaged due to mishandling by the supplier.
9. **Limited Shelf Life Items:** Materials with limited shelf life shall indicate the date of manufacture, lot number and applicable specification on the container.
10. **Certificate of Conformance:** Supplier's acceptance of Pathfinder's purchase order certifies that the materials and processes supplied under the purchase order shall be or have been controlled and inspected in accordance with Pathfinder's purchase order and they meet the specified order requirements, referenced specifications and drawings. Supplier must provide a Certificate of Conformance for all orders, lots, verifying that all products and lots meet those requirements. All products, lots and serial numbers must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance.
  - For calibration related certifications the serial numbers must be listed on the certificate of conformance along with other applicable information in regards to the calibration process. Date of calibration and date due as provided in the purchase order must be listed as well.
11. **Nonconforming Products and Materials:** Supplier shall obtain Pathfinder's prior written approval with respect to the disposition of any nonconforming products or materials supplied, that does not meet engineering drawing or documents under contract or Purchase Order. In the event that nonconforming materials are present, and the materials are deemed acceptable or useable by the Supplier, it is still the responsibility of the Supplier to Inform Pathfinder so that a determination can be made for the use of said materials. Pathfinder has the right to reject parts and withhold payment if non-conforming parts are shipped without notification.

Supplier is responsible for the total cost of product rejected due to non-conformance by the supplier.
12. **Right of Access:** Pathfinder, its customers, and regulatory authorities shall be granted the right of access to all Supplier and sub-tier Supplier facilities and records involved in fulfilling the Purchase Order requirements to ensure conformance with the requirements. Pathfinder reserves the right to request test specimens for design, inspection/verification, investigation, or auditing.
13. **Record Retention:** Supplier shall maintain records of inspections, tests, and process controls called for by the contract or Purchase Order. Unless specified elsewhere in contracts, customer flow down requirements or attachments, these documents shall be on file, stored and protected in such a manner that they remain legible, readily identifiable, and readily available to Pathfinder for no less than 7 years.
14. **Letter of Disclosure:** When a nonconformance is determined to exist, or is suspected to exist on goods and/or services already provided to Pathfinder under Purchase Order Contract, Supplier shall provide written Post Delivery Notification Letter or Letter of Disclosure.

15. **Counterfeit Parts:** The Supplier shall certify that only new and authentic materials are used in products or goods delivered to Pathfinder and that the products/goods delivered contain no Counterfeit Parts.
16. **Foreign Object Debris/Damage:** Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks. Parts supplied shall be free from oil, grease or any other FOD unless part requires said oil in order to avoid corrosion.
17. **Supplier Corrective Action:** Supplier shall, on request, provide statements of corrective action on nonconformities or failures of Supplier's goods or services.
18. **Packaging and Handling:** As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment. If required, oil must be placed on certain material to prevent corrosion. In addition, when materials delivered is lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified.
19. **Flow down to Sub-tier Suppliers:** Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference.
20. **Confidentiality:** Suppliers shall hold all information received from Pathfinder in confidence and no third-party request for information will be authorized unless approved, in writing, by Pathfinder. Suppliers to Pathfinder should also conduct themselves in an ethical manner that's expected on a professional level.
21. **Invoicing and Payment:** A separate invoice shall be issued to Pathfinder for each shipment made by Supplier. Unless otherwise specified in the Purchase Order, an invoice shall not be issued prior to shipment of items, and payment will not be made prior to receipt of items and correct invoice. Credit and discount periods will be computed from the date of receipt of the correct invoice to the date Pathfinder's check is post marked.
22. **Supplier Performance:** Pathfinder monitors its supplier's performance from month to month. Suppliers are evaluated based on quality and on time delivery. The combination of those factors gives Pathfinder a rating to which it partially bases its approval on. Other factoring elements are left up to management's digression.
23. **Receiving Inspection:** Product incoming from a supplier receives an inspection upon its arrival at Pathfinder. Such inspection is based on certifications against product(s) provided by suppliers. Raw material receives a visual inspection. Any product that receives treatment (paint, plating, etc.) by an outside source is subject to a 100% visual inspection. Pathfinder reserves the right to test, by any means at its disposal, for validity of claim by supplier to certifications of product.
24. **Qualified Personnel:** By accepting a Purchase Order from Pathfinder the supplier is stating that its interests are being handled by qualified personnel. The qualification and competence of those personnel is up to the supplier but may be subject to audit by Pathfinder.