



## **US Hose Additional Terms and Conditions**

### **SQ-G001 US Hose Additional Terms and Conditions**

When referenced on the Purchase Order, supplier agrees to comply with the additional terms and conditions listed in Paragraph 4.3 through Paragraph 4.18 for any products or services provide. The terms and conditions are deemed to be as integral part of U.S. Hose Standard terms and condition of purchase.

### **SQ-G002 Process, Product or Location Changes**

Any changed in supplier manufacturing process, product or site of manufacture shall require advanced notification to and prior written approval of U.S. Hose.

### **SQ-G003 Sub-Tier Suppliers; Flow Down Requirements**

Suppliers may not outsource or subcontract any product, component, service or other work for or on behalf of U.S. Hose to any sub-tier supplier without the prior written approval of U.S. Hose. Supplier acknowledges and agrees that U.S. Hose's customer may require the use of pre-approved source for plating, coating heat treatment, welding and similar services. If U.S. Hose approves the use of any sub-tier supplier, the supplier must flow down to such sub-tier supplier any applicable customer, regulatory and/or quality system requirements including, but not limited to those in any purchase order or other purchase document issued by U.S. Hose. All service work (plating, coating, heat treatment, welding and other service) performed by sub-tier supplier must strictly comply with all customer specifications.

### **SQ-G004 Certificate of Conformance**

Supplier must provide a Certificate of Conformance verifying that all provided products and services meet applicable customer and order specifications and requirements. All products lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance. Supplier must retain process and product related records with respect to each order and they must be stored and protected in such a manner that they remain identifiable, and retrievable. Records are to be retained for at least 10 years or as contractually stipulated.

### **SQ-G005 Nonconforming Products & Material**

If at any time Supplier becomes aware that any shipped product or material is defective, US Hose must be notified in writing. All nonconforming products must be documented and investigated. Supplier's investigation shall include root cause analysis, impact assessment of scope, and timely implementation of containment and effective corrective actions. All investigations will be documented, and records maintained. Supplier shall obtain U.S. Hose's prior written approval with respect to the disposition of any nonconforming products or materials.



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### **SQ-G006 Counterfeit Goods**

Counterfeit parts are an unlawful or unauthorized reproduction, substitution, or alteration that has been mismarked, misidentified, or otherwise misrepresented to be an authentic. Unlawful or unauthorized substitution includes used parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. No Counterfeit parts shall be utilized in U.S. Hose Products without the express written consent of the engineering authority.

### **SQ-G007 DPAS Information**

If this is a rated order certified for national defense use, Seller is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700) in obtaining controlled materials, products, or services needed to fill this order. For DX rated orders, Supplier must provide U.S. Hose with written acceptance or rejection of the order within ten (10) working days after receipt of the Purchase Order. If this is a DO rated order, Supplier must promptly provide Buyer with written acceptance or rejection of the order within fifteen (15) working days after receipt of the Purchase Order.

Supplier must include in any written rejection of a rated order the reasons for the rejection. Supplier's written acknowledgement of this rated order shall constitute written acceptance of the DPAS Rating. When applicable, the DPAS Rating is specified in the line contained in this Purchase Contract. Seller's commencement of performance or acceptance of this Purchase Contract in any manner shall conclusively evidence acceptance of the Purchase Contract as written.

### **SQ-M001 – Unauthorized Material Substitutions**

Unauthorized material substitutions are not permitted. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and described as approved material substitutions therein) do not constitute unauthorized material substitution. Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Supplier agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document.

**Metallic Raw Materials** – Buyer's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification, but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties.

Seller shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly to produce stock to the specified thickness, diameter, width or cross-sectional area, achieved by thermomechanical processing or casting process. Chemical, electrochemical and mechanical



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methods used for the removal of surface scale or contamination, or the production of the required surface finish, in accordance with the material specification are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross-sectional area or product form. Machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Buyer.

### **SQ-M002 – Hazardous Material Safety Datasheets**

Prior to shipping hazardous materials, chemical substances and mixtures (solids, liquids, cryogenic liquids, gases) hereunder, Seller will provide Buyer with two copies of the Material/Safety Data Sheet (MSDS) for each material, inclusive of all required information.

Seller shall notify Buyer of any hazardous, toxic materials, chemicals substances or mixtures or any combination thereof that may produce a hazardous environment. This clause will be included in any subcontract issued for work on this contract.

Where two or more hazardous materials, chemical substances or mixtures are supplied separately or in kit form for the purpose of combining such materials to form an end compound that is the result, in whole or in part, of a chemical reaction, Seller will provide an MSDS for the end compound as well as for each component part.

Supplier shall: 1) send one copy of the MSDS to Buyer and 2) include one copy with the shipment.

Proprietary or trade secret information about products containing a hazardous material, chemical substance or mixture will be disclosed as required by applicable statutes and government rules, regulations, and orders.

Mandatory resubmission of an MSDS is required with each change in formulation of the material that affects its hazardous characteristics, with each change in information regarding the material's hazardous characteristics, and with each change in information regarding handling procedures for the material.

All primary containers of hazardous materials, chemical substances or mixtures will bear labels that comply with all aspects of the labeling requirements in all applicable statutes and government rules, regulations, and orders. All inside and outside shipping containers will comply in all respects with all applicable statutes and government rules, regulations, and orders, utilizing specification containers when required. The MSDS must be furnished at the time of delivery of the material. Failure to provide the MSDS with the material at time of delivery will result in rejection of the material pursuant to the provisions of this contract addressing acceptance, rejection, and/or inspection of goods.

### **SQ-M003 – Certified Material Test Reports (CMTR)**

Raw material certifications shall show clear traceability to the manufacturer(s) of the new raw material, all thermo-mechanical processing (i.e, forging, rolling drawing, etc.), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.



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### **SQ-Q001 – Buyer Furnished Drawings/Specifications**

Unless specific revisions are called out elsewhere in this contract, the Supplier shall work to the latest revision of the specifications in effect on the release date of this purchase contract or subsequent specification revision. Discrepancies, omissions, need for clarification or interpretation of any nature, encountered by Supplier in Buyer furnished drawings or engineering data, will be brought to the attention of the Buyer's procurement agent for resolution prior to commencement of manufacturing.

### **SQ-Q002 – First Article Inspection (FAI)**

Supplier will perform First Article Inspection (FAI) for the end item, details and subassemblies constituting the end item.

Supplier's FAI records will provide objective evidence of 100%-dimensional inspection, documented with engineering drawing dimensions, tolerances and inspection results. Actual measured dimension results will be expressed in quantitative terms and in the unit of measure specified by the drawing, digital data model or specification.

S Supplier's FAI report shall include a Certification of Conformance attesting that applicable drawing notes and process requirements have been accomplished as required.

Supplier will include a copy of the FAI Report with each shipment of deliverable goods.

### **SQ-Q003 – First Article Inspection per AS9102B (AFAI)**

Aerospace First Article Inspection (AFAI) shall be performed by the Supplier in accordance with the requirements of AS9102B. When documenting the AFAI, the Supplier may use the forms contained within AS9102B or their equivalent, so long as the forms contain all the information required by AS9102B.

Supplier will include copy of the AFAI report with the initial shipment of the AFAI item. Additionally, when a partial or re-accomplished AFAI is performed as required by AS9102B, Supplier will include copy of such AFAI report with the initial shipment of the AFAI item.

### **SQ-Q004- Manufacturing and Inspection Control Plan**

Supplier shall submit a manufacturing and inspection control plan for Buyer's approval. As a minimum, the plan will delineate the sequence of manufacturing operations to be performed, the points within the manufacturing sequence where inspection is to be performed, the type of each inspection specified, and, if applicable, the specifications that define each inspection requirement. Additional manufacturing plan approval requirements may be specified by program-specific documents.

This plan will be submitted to Buyer's authorized purchasing representative. Approval by Buyer is required prior to production of the goods. Buyer's approval of manufacturing plans shall not relieve Supplier of Supplier's requirement to comply with the terms of this contract.

All changes to the approved plan shall be submitted to Buyer for review and/or approval prior to implementation, unless otherwise defined by Buyer engineering requirements.



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### **SQ-Q005 - Source Inspection**

Source inspection is required at Supplier 's facility. Evidence of such inspection shall be indicated on the shipping report accompanying each shipment or an attached Source Surveillance report. Articles and Services ordered on this purchase order/contract are subject to inspection prior to assembly and throughout all assembly, processing, and testing operations. Quality Assurance will establish and coordinate the inspection points. Supplier shall notify the buyer at least five days prior to the start of any processing or manufacturing in conjunction with this purchase order/contract and 48 hours in advance of the time that the goods are available for review.

### **SQ-S001 – International Traffic in Arms Regulation (ITAR)**

Supplier shall include one of the following two (2) legends in solicitations and purchase orders/contracts, as applicable, that contain export-controlled unclassified technical data or technology (as defined by the International Traffic in Arms Regulations [ITAR] and Export Administration Regulations [EAR], respectively) that has been provided to Seller by Buyer:

“EXPORT CONTROLLED – The technical data or software is subject to the International Traffic in Arms Regulations (22 C.F.R. Parts 120-130). Export, re-export or retransfer contrary to U.S. law is prohibited.”

or “EXPORT CONTROLLED – The technology or software is subject to the Export Administration Regulations (15 C.F.R. Parts 730-774). Export, re-export or retransfer contrary to U.S. law is prohibited.”