

Polymer Corp.
Purchase Order Terms and Conditions

1. **Complete and Final Agreement.** This Purchase Order consisting of the terms and conditions on the face and reverse side hereof and any attachments hereto contains the complete and final agreement between Polymer Corp. and Seller. Reference to Seller's bids or proposals, if noted on this purchase order, shall not affect, or add to the terms and conditions hereof unless specifically provided to the contrary herein, and no other agreement or quotation in any way modifying any of said terms and conditions will be binding upon Polymer Corp. unless made in writing and signed by an authorized representative of Polymer Corp. The parties hereby agree that no trade usage, prior course of dealing or course of performance under this contract shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
2. **Subcontracting.** None of the work contemplated or being performed by the Seller under this order shall be subcontracted without the prior written consent of the buyer.
3. **Workmen's Compensation.** If Seller does not have Workmen's Compensation or Disability Benefits Insurance. Seller agrees to indemnify Polymer Corp. against all damages and costs (including reasonable attorney's fees) incurred by Polymer Corp. resulting from Seller's failure to have such insurance.
4. **Pricing.** The price shall be no higher than specified herein. If no price is slated, the goods or services shall be billed at the price last quoted (or billed) by Seller to Polymer Corp. or at prevailing market price, whichever is lower.
5. **Non-Discrimination.** The terms and conditions of Executive Order 11246 as amended, governing equal employment opportunity, and section 503 of the Rehabilitation Act of 1973 as amended (29USC793) and section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 (38USC2012) and the Immigration Reform and Control Act of 1986 (IRCA), along with the rules and regulations promulgated thereunder, are incorporated herein as part of the Purchase Order with which Seller represents that Seller will comply to the extend applicable.
6. **Patent and Copyright Indemnities.** Seller will protect and indemnify Polymer Corp. from and settle or defend at Seller's expense (including payment of any damages, costs, fines and reasonable attorney's fees) all proceedings or claims relating to the goods and materials or any part or use thereof, furnished under this purchase order, brought against Polymer Corp. and its customers, for infringement or alleged infringement of trade secrets or other propriety rights or of patents (including utility models and registered designs) now or hereafter granted in the United States or in any country where Polymer Corp. sells such goods and materials or products incorporating such goods and materials.
7. **Property furnished to Seller by Polymer Corp.** Seller agrees that devices, drawings, data, design, reports and other technical information or any information contained therein, supplied by Polymer Corp., and relating to this purchase order is the proprietary property of Polymer Corp. and such information shall be held in confidence by Seller. Such information shall only be used for the purposes of this purchase order and shall not be reproduced, used, or disclosed to others without Polymer Corp.'s prior written consent. All unpatented ideas, information, design, devices, print, drawing, and technical data concerning Seller's products, methods or manufacturing practices, which Seller discloses or furnishes to Polymer Corp. in connection with this order, but which are not specified therein shall, except only to the extent, as may be otherwise specifically agreed to in writing by Polymer Corp. and Seller, be deemed to have been disclosed or furnished as part of the consideration for this purchase order and Seller agrees not to assert any claims (except for patent infringement) by reason of the use duplication, or disclosure thereof by Polymer Corp. and/or its successors, assigns, or customers. Upon completion of this purchase order, Seller shall at Polymer Corp.'s request return all such devices, drawings, data, design, reports and other technical information, and all copies which have been made thereof by Polymer Corp. All goods and materials sold or consigned by Polymer Corp. to Seller for incorporation in work being performed for Polymer Corp. shall be used solely for such purposes.
8. **Warranty.** Seller makes all warranties contained in the Uniform Commercial Code and in addition seller warrants and represents that all materials and/or services described herein shall be the quality and specifications stated herein. Said materials shall be free from all defects in design and workmanship. All purchases are subject to Polymer Corp. inspection and approval or rejection within a reasonable time after every delivery, notwithstanding prior payment. Rejected material will be returned at vendor's expense for transportation both ways. No goods returned as defective shall be replaced without written permission from Polymer Corp. Seller hereby agrees to indemnify and save harmless Polymer Corp. from all losses, liability, damages and /or expenses which may be sustained or claimed against Polymer Corp. arising out of the use of negligent services or defective material hereby ordered. Seller shall at the request of Polymer Corp. defend any such claim, action, or lawsuit.
9. **OSHA Regulations.** Seller warrants that all materials furnished under this purchase order, when used by Polymer Corp. in the ordinary manner for which they are intended, shall not violate the applicable provisions of the Occupational Safety and Health Act of 1970, as amended, or any standards or regulations issued thereunder.
10. **Taxes.** Federal, State, or local taxes of any nature which are billed to Polymer Corp. shall be stated separately in Seller's invoices. Seller shall not bill taxes subject to Polymer Corp.'s tax exemption certificates.
11. **Termination.** Polymer Corp. may terminate work under this purchase order in whole or in part at any time by written notice to Seller. Upon such notice of termination, Seller will, as to terminated portion of the purchase order, stop work immediately, notify subcontractors to stop work and protect property in Seller's possession in which Polymer Corp. has or may acquire an interest. Polymer Corp. reserves the right to cancel, amend, or modify this purchase order in any manner and its sole discretion in the event of a default by Seller as to any of the terms and conditions hereof, in the event of voluntary or involuntary bankruptcy or insolvency or the appointment of a receiver or trustee or a determination that the Seller has become unable to pay debts as they become due. The exercise by Polymer

Corp. of the rights set forth hereunder shall not constitute a waiver by Polymer Corp. of any other claim or right whether existing by contract or otherwise, and Polymer Corp. shall have all remedies for default or breach available and shall be entitled to damages resulting therefrom. Where such termination is for convenience of Polymer Corp. Seller may claim reimbursement for Seller's actual costs incurred up to and including the date of termination, which are properly allocable to or apportionable under recognized accounting practices to the terminated portion of this purchase order. Such allocable costs shall not include interest or materials which may be diverted to other orders.

12. **Neither party shall be liable for failure of performance due to strikes, fires, accident, or other causes beyond its control, and affecting its operation.**
13. **State of Jurisdiction.** The validity and interpretation of the contract between Seller and Polymer Corp. regarding the terms and conditions of this purchase order shall be determined by the laws of the state of Massachusetts.

Effective May 22, 2014



PPRO-30 Supplier Quality Guidelines and Flowdown Requirements	Rev. 1
Approved by: Jim Collins	Date: 8/6/18
Approved by: Jim Ryan	Date: 8/6/18

1.0 Purpose:

The purpose of this procedure is to define the requirements for the flowdown of information from Polymer Corporation or its customers to sub-tier vendors.

2.0 Scope:

This procedure is intended to ensure the adequacy of the requirements found in AS9100 Rev D, Section 8.4.3 prior to the communication of the requirements to external providers of goods and services.

3.0 Responsibilities:

- 3.1 The Management Representative is responsible for maintaining this document and insuring it's availability to the Senior Buyer.
- 3.2 The Senior Buyer is responsible for ensuring Purchase Orders communicate Polymer Corporations requirements for processes, products and services to be provided including the identification of relevant technical data.
- 3.3 Suppliers and vendors of goods and services to Polymer Corporation are expected to flow down these requirements to their sub-tier vendors and suppliers.

4.0 Definitions

- 4.1 Relevant technical data: any specifications, drawings process requirements, work instructions.
- 4.2 Request for quote: a documented method for Polymer Corporation to ask a potential vendor for the cost and limits of providing a product or service. This may be initiated verbally, but at a minimum a follow up e-mail from the requestor to the vendor must be generated.
- 4.3 Purchase Order: the document issued from Polymer Corporation authorizing the purchase of a product or service.

5.0 Procedure:

5.1 APPROVALS.

- 5.1.1 Products and services must be approved prior to issuing a Purchase Order through internal Polymer requirements.
- 5.1.2 Methods, processes and equipment must be approved.
- 5.1.3 The release of products and services must be approved.
- 5.1.4 The person providing the service or making the product must be competent, including any required qualifications.
- 5.1.5 The external provider must have a clear understanding of who is responsible for providing support within Polymer Corporation. The senior buyer for Polymer Corporation is the primary contact.
- 5.1.6 The external provider needs to understand the extent of verification and validation activities that Polymer Corporation or its customers intend to perform at the external providers' location.
- 5.1.7 The products and services provided to Polymer should be from stable processes. Efforts for design and development controls will only occur at the request of Polymer's customers and are not integral to Polymer's core technologies.
- 5.1.8 Special requirements, critical items or key characteristics will be flowed down by Polymer to its external suppliers and will be controlled by test, inspection or production process verification.
- 5.1.9 Polymer will flow down and encourage the use of statistical techniques and related instructions for product acceptance.
- 5.1.10 Polymer will track vendor performance partially based on the vendor's implementation of a quality management system. The other items tracked include pricing, delivery performance and non-conforming product.
- 5.1.11 Polymer will use, where possible, customer-designated or approved external providers for special processes.

- 5.1.12 The external providers must notify Polymer of non-conforming processes, products or services and obtain approval for their disposition.
- 5.1.13 External providers must prevent the use of counterfeit parts; certification is required to extend beyond the parts supplied to Polymer to the base materials used to make the parts supplied whether plastic or metal.
- 5.1.14 External providers must provide notification to Polymer of changes to processes, products or services, including changes of their external providers or location of manufacture, and obtain Polymer's approval.
- 5.1.15 Polymer must flow down to external providers applicable requirements, including customer requirements, and external providers must flow down these requirements to their external providers.
- 5.1.16 External providers must provide test specimens for design approval, inspection/verification, investigation or auditing as needed.
- 5.1.17 External providers must retain documented information, including retention periods and disposition requirements for a minimum of twenty (20) years. External providers should contact Polymer prior to disposal of records. The minimum retention time may change at any time based on Polymer's customers' requirements.
- 5.1.18 External providers must grant the right of access to Polymer, their customers, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- 5.1.19 External providers must ensure that persons are aware of their contribution to product or service conformity and their contribution to product safety.
- 5.1.20 Polymer Corporation is committed to treating people with the highest level of ethical behavior, and expects their external providers will stress to their people and to their external providers the importance of ethical behavior.

6.0 Records:

Purchase Orders with explicit reference to the flow down requirements.

Certificates of Analysis

Certificates of Compliance

Packing slips identifying the Polymer Corporation Purchase Order number

Relevant test data for goods and services received

Receiving Logs



PPRO-30 Supplier Quality Guidelines and Flowdown Requirements

Rev. 1

7.0 Document Release Form:

DOCUMENT INFORMATION

ISSUED BY: James Collins			DATE: 8/6/18	
DOCUMENT NUMBER AND DESCRIPTION: PPRO-30 Flowdown Requirements				
DOCUMENT: NEW	X	REVISED		REVISION LEVEL: 1
EFFECTIVE DATE OF IMPLEMENTATION: 7/18/18				

7/18/18 Rev. 0: Initial release for production.
8/6/18 Rev. 1: Deleted reference to this document on the corporate website. Added additional records in Section 6.0

TRAINING

IS TRAINING REQUIRED BECAUSE OF THE CHANGE?	YES	X	NO	
COMMENTS:				
CC:				

DEPARTMENT DISTRIBUTION

QA/QMS/AS9100/PPROs

REMOVE AND DESTROY THE OLD, SUPERSEDED VERSION OF THE CHANGE DOCUMENT.

FORM # QA-001 REV. 2