

**Supplier Purchase Order Terms and Conditions**

1. Suppliers are expected to supply and deliver materials and services that comply with Dexmet's Purchase Order (PO) requirements. Dexmet reserves the right to inspect materials upon receipt and verify conformance to requirements. Certifications of Conformation are required to be provided with each delivery, as specified in technical requirements provided with PO.
2. Persons performing work on Dexmet materials shall be qualified and deemed competent as appropriate by supplier.
3. Supplier will communicate with Dexmet's Global Sourcing Manager should there be any questions or issues regarding the technical requirements or general terms and conditions of PO.
4. Supplier's quality and on time delivery performance is of utmost importance. Dexmet will track and monitor supplier performance on a regular basis. Should Supplier fall below 100% conformance and 100% on time delivery, Dexmet will expect Supplier to provide explanation and / or written corrective action. Failure of supplier to respond to Corrective Action requests may be cause for withholding future Purchase Orders, PO cancellation, and / or removal from Approved Supplier Listing.
5. Dexmet requires that the supplier's quality system is compliant with the latest revision of ISO-9001, within the certification cycle and that verifiable evidence to this affect may be made available as necessary.
6. Suppliers will maintain quality records for a period of at least 10 years.
7. Supplier must notify Dexmet of nonconforming product and obtain approval for disposition. Should it be determined that nonconforming material was released to Dexmet for any reason, Supplier will notify Dexmet with 48 hours of discovery.
8. Supplier must notify Dexmet of changes in product, processes, suppliers, or manufacturing facility location prior to making such changes, and obtain Dexmet approval. A minimum of 12 months notification is required prior to the implementation of any changes; unless and to the extent that such change is required by law or due to Force Majeure event or an Environmental, Health & Safety reason (in which case the supplier shall provide notice as soon as reasonably practicable). In the event 12 months notification is not feasible, the Supplier shall provide a minimum of 2 months bridge inventory to cover the qualification period.
9. The supplier must have procedures in place to detect, contain, and prevent the use of counterfeit materials.
10. All materials shall be packaged in a manner that ensures risk associated with foreign objects (FOD) transfer is mitigated. Materials and accessories used in packaging shall be clean, free of contamination and free of "loose" filler material.
11. Dexmet reserves the right of on-site process and/or product audit at the supplier's facilities. Dexmet also reserves this right for our customer and regulatory authorities. Right of access will be provided to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
12. Supplier must ensure that employed persons are aware of their contribution to Dexmet product conformity and product safety, and the importance of ethical behavior.
13. Suppliers must disclose if they use gold, tin, tantalum and tungsten in products and manufacturing, and what effort have been undertaken to ensure those metals do not contribute to armed conflict in the Democratic Republic of Congo (DRC) and surrounding areas (per Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act). Suppliers are expected to have policy in place that includes DRC conflict-free sourcing and implemented due diligence measures.
14. Unless different payment terms are stated in the Purchase Order, payment terms will be net 45 days from date of invoice. Dexmet may withhold payment pending receipt of evidence or material as prescribed in the Purchase Order. Payment will be made in United States dollars (USD).