



## “Building Now for the Future”

### Purchase Order Terms and Conditions

1. Purchasing information is confidential and may not be disclosed without prior written authorization from Freedom Precision Manufacturing, LLC (FPM).
2. Requirements specified by the customer are flowed down to the supplier (including priority and criticality ratings) within this Purchase Order or supplied with accompanying purchasing information.
3. Export controlled information sent to supplier may not be disclosed to any foreign person as defined by ITAR §120.16 as a person who is not a US citizen, permanent resident alien (green card holder) or “protected individual” under 8 USC §1324b(a)(3), or is a foreign business entity that is not incorporated in the US.
4. Suppliers are expected to have a Quality Management System (QMS). Machining and finishing suppliers are required to have a QMS and to submit a copy of the quality manual or QMS certification to FPM upon request. FPM may also conduct a supplier survey to verify that a QMS is in place.
5. No change in specification, materials, or manufacturing process that affect quality of product are allowed to items on this purchase order without written authorization from FPM:
  - Changes to product
  - Changes in process including a newer revision of the specified process
  - Changes in quantity
  - Changes in release/delivery date and method of delivery
  - Changes in material, hardware, component, or specified supplier
6. Counterfeit Material
  - Supplier shall not deliver counterfeit material (equipment/material/hardware/components, etc.) under this purchase order.
  - Supplier is required to monitor the government industry data exchange program (GIDEP) and to act upon GIDEP reports which affect product or material delivered to FPM.
  - Supplier is required to purchase material from an OCM/OEM or OEM/OCM authorized distributor chain
  - Supplier is required to submit a GIDEP report when suspect counterfeit work is discovered and to ensure suspect counterfeit work or counterfeit work is not delivered to FPM.
  - Supplier is required to notify FPM of the facts should the supplier become aware or suspect that is has furnished counterfeit material to FPM at any point in time
  - When requested by FPM, supplier shall provide OEM/OCM documentation that authenticates traceability of material to applicable OEM/OCM
  - If counterfeit material is delivered under this or any purchase order, supplier shall at its own expense, promptly replace such counterfeit material with genuine work conforming to the requirements of the PO.
7. FPM requires that metals furnished be DFARS compliant.
  - Materials must be made in the U.S. or qualifying country of origin.
  - Specialty metals are required to be manufactured and melted in the U.S. or a qualifying country of origin.
  - Supplier is required to submit chemical and physical test reports applicable to material.
  - Material identification shall be maintained, traceable to Heat Lot number. The Heat Lot number and origin of the material must be listed on certification.
  - Reports shall be legible and reproducible.
8. Supplier is required to provide test specimens for inspection/verification, investigation, or auditing upon request.
9. Safety Data Sheets are required to accompany shipment as applicable to order.
10. No part of any purchase order may be out-sourced to another supplier without prior FPM approval.
  - All work approved by FPM to be out-sourced is subject to the same requirements within the FPM Purchase Order.
  - Supplier is required to use customer-designated or approved external providers, including special process sources.
  - The supplier is required to flow down applicable requirements to the supply chain including applicable requirements stated in the Purchase Order
  - Supplier is required to apply appropriate controls to their direct and sub-tier external providers, to ensure that purchase order requirements are met.
11. FPM, its customer, and regulatory authorities require right of access to applicable areas of all facilities involved in the order, and all applicable records.



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12. Nonconforming product requirements:
  - Notify FPM in writing of nonconforming processes, products, or services, and obtain approval for their disposition
  - Notify FPM in writing the same business day of discovery that nonconforming product or possible nonconforming product has been released to FPM or its customer
  - For suppliers who supply machining, fabrication, and special processes:
    - a. Segregate nonconforming product and place on hold
    - b. Contact FPM for disposition
  - Supplier is required to complete any FPM issued Nonconformance Reports and/or Corrective Action Request(s).
13. Records associated with this (or any) FPM purchase order must be maintained and easily retrievable for ten (10) years after the date of the purchase order unless otherwise stated. After the retention period, documents/records associated with this order are required to be disposed of in a non-retrievable manner to prevent transfer of information to others.
14. The FPM Purchase Order Number must be referenced on packing slips and invoices.
15. Purchased product or service may not be released to an FPM customer without written approval.
16. FPM must be notified in writing of change of address, business or manufacturing locations(s), including changes to external provider location(s), and when required, obtain FPM approval prior to changes.
17. FPM monitors supplier performance for on-time delivery and quality of product/service. Supplier Corrective Action Requests may be issued for poor performance.
18. Suppliers are required to have a Foreign Object Debris (FOD) Control Program, Plan, or Procedure, including.
  - A review of manufacturing processes to identify and eliminate foreign object entrapment.
  - FPM or its customer retains the right to perform FOD prevention Program audits.
  - Provide periodic FOD training to employees.
19. Supplier is expected to ensure that personnel performing work on this purchase order are aware of
  - their contribution to product or service conformity,
  - their contribution to product safety, and
  - the importance of ethical behavior.
20. EQUAL OPPORTUNITY & NON-DISCRIMINATION IN EMPLOYMENT – (AS APPLICABLE) included in this contract by reference are Paragraphs 1 through 6 Section 202 Executive Order 11246 eff. October 24, 1965 as amended by Executive Order 11375 eff. October 13, 1967 and as such Orders may be further amended or superseded to the date of this contract. As used therein, the word “Contractor” shall be deemed to mean the word “Seller” and the word “Contract” shall be deemed to refer to this Purchase Order. Seller shall file the compliance reports referred to in Section 302 of said Executive Order as well as any other reports that may be required by regulations issued pursuant thereto.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex or national origin and requires affirmative action by covered prime contractors and subcontractors to ensure applicants are employed and that employees are treated without regard to race, color, religion, sex or national origin.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

**AND THE POSTING REQUIREMENTS OF 29 CFR PART 471, APPENDIX A TO SUBPART A, IF APPLICABLE.**



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#### 21. Additional Requirements – (As Applicable)

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES
  
- 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
  
- 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
  
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION
  
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
- 52.211-5 MATERIAL REQUIREMENTS
- 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
- 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
- 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES
- 52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
- 52.222-26 EQUAL OPPORTUNITY
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS
- 52.222-50 COMBATING TRAFFICKING IN PERSONS
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
- 52.223-7 NOTICE OF RADIOACTIVE MATERIALS
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
- 52.225-1 BUY AMERICAN ACT-SUPPLIES
- 52.225-5 TRADE AGREEMENTS
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
- 52.245-1 GOVERNMENT PROPERTY
- 52.252-2 CLAUSES INCORPORATED BY REFERENCE
  
- 225.204-7012 COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 252.204-7000 DISCLOSURE OF INFORMATION
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION.
  
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING
- 252.204-7016 COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES – REPRESENTATION
  
- 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES



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- 252.204-7019 NOTICE OF NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS
- 252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM
- 252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM
- 252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
  
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS