

# **Vermont Photonics Technologies Corp.**

## **Supplier Terms and Conditions**

The following clauses are intended for use on all Vermont Photonics Technologies Corp.'s supplier and their supplier chain purchase orders. (Vermont Photonics Technologies Corp. does business as "Vermont Photonics", and the two names are used interchangeably.) Suppliers and their sub-suppliers performing work for Vermont Photonics agree to the following terms and conditions, as applicable:

1. Products/materials and services of external providers to be delivered on Vermont Photonics purchase orders require certification to the applicable specifications. Certifications must accompany shipment, unless otherwise specified by the P.O.; the latest revision for all specifications apply.
2. All products, process, and services shall comply with our requirements including approval of products, services, methods, processes, and equipment. This shall also include the release of products and services.
3. The supplier utilizing special processes or identified specifications on our Purchase Order shall ensure the appropriate qualification of personnel and competency.
4. Product and process requirements shall comply with all design and development control requirements.
5. No substitution of materials specification, size, or any other nature will be allowed except by an amendment to the purchase order.
6. The supplier shall meet all special requirements, critical items, or key characteristics.
7. The supplier shall assure all tests, inspection, and verification (including production process verification) are met.
8. Supplier's statistical techniques for product acceptance and related instructions shall meet our requirements.
9. When supplying age sensitive material, all material must be identified with the manufacturing date and shelf-life expiration date. All perishable or limited life materials requiring controlled storage must specify the special storage requirements on the container(s). No limited-shelf-life materials shall be shipped to Vermont Photonics with less than 75% of its shelf-life remaining without approval.
10. The supplier shall maintain control to assure product is received in undamaged condition at destination. The supplier shall comply with special packaging instructions as indicated on the purchase order.
11. The supplier shall retain and maintain documented information i.e. all records/documents pertaining to Vermont Photonics procured product for a minimum of 7 years.
12. If the supplier intends to include any nonconforming material as part of a delivery, they shall notify Vermont Photonics and obtain approval for any nonconforming material prior to shipment.
13. The supplier shall notify Vermont Photonics of any changes in product or processes that would affect the product and/or service supplied.
14. The supplier shall prevent use of counterfeit parts (DOE Order 414.1 D, Attachment 3, sections 2.h and 3.).
15. The supplier shall flow down all requirements to its suppliers and service providers (external providers).
16. The supplier shall provide test specimens for design approval, inspection/verification, investigation, or auditing when required by our purchase order.
17. The supplier shall notify Vermont Photonics of any changes in status of certifications/registrations, facilities, or address.
18. The supplier of calibration services must maintain a calibration system which conforms to ISO 17025, ANSI/NCSL Z540-1 or equivalent.
19. The supplier, when supplying "specialty metal", complies with DFARS 252.225-7014. Alternate 1.
20. Vermont Photonics Technologies Corp. reserves the right for Vermont Photonics personnel, or our customer/government representative, to have access to verify, at source, conformance of purchased products/services to satisfy requirements, where contractually specified. (Ref: FAR clause 52.246-2 para. b)
21. The supplier shall ensure that supplier personnel are aware of their contribution to product and service conformity, product safety, and importance of ethical behavior.
22. Any information/data provided by Vermont Photonics to a supplier is intended for use in supplying products or rendering services to Vermont Photonics and shall not be disclosed to any third party unless authorized, in writing, by Vermont Photonics.