



Supplier Purchase Order Terms & Conditions

Revision 9 – 07/03/2024

As a supplier to OMW Corporation, it is understood that when accepting our purchase orders, your organization agrees to meet the following requirements. These requirements are to be considered as terms and conditions to all OMW Corporation purchase orders.

1. Upon receipt and acceptance of OMW Corporation Purchase Orders, the supplier is required to communicate their acceptance of the Purchase Order and confirm the delivery date of the product(s) or services provided to OMW Corporation.
2. Where required on OMW Purchase Orders, the supplier must use OMW Corporation's customer approved special process sources.
3. OMW Corporation is to be contacted by the supplier in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by an OMW Corporation Quality Representative.
4. Furthermore, the supplier is required to notify OMW Corporation of any changes to a product and/or process and to obtain approval from an authorized OMW Corporation Quality Representative when applicable.
5. OMW Corporation, its customers, and regulatory authorities retain the right of access to all supplier facilities involved in the purchase order and to all applicable records. Suppliers will be provided 48-hour prior notice of the facility visit.
6. OMW Corporation requires its suppliers to flow-down all applicable requirements to sub-tier suppliers, including requirements in the purchasing document and key characteristics, as applicable. However, OMW Corporation does not allow its suppliers to subcontract any product or process to a sub-tier supplier without OMW Corporation's expressed written consent.
7. Supplier is to maintain a competent workforce and ensure all employees working on OMW Corporation products or services have adequate training and qualifications.
8. Wherever possible, the supplier is to use statistical techniques to ensure products and services meet or exceed OMW Corporations quality requirements.
9. Suppliers are expected to have a Quality Management System (QMS) in place that is AS9100, ISO9001, and/or NADCAP certified (as applicable). Suppliers who do not have a certified QMS must complete OMW Corporation's Supplier Quality Survey Form to become an approved supplier.
10. Suppliers are required to submit a test specimen for approval, inspection/verification, investigation, or auditing, as required on the OMW Corporation Purchase Order.

11. Suppliers are to ensure that employees working on OMW Corporation products or services are aware of their contribution to the product or service conformity, their contribution to product and service safety, and the importance of ethical behavior.
12. OMW Corporation performs inspection activities to ensure that purchased product meets purchase requirements. They may include:
 - a) Receiving inspections of supplier products, services and documents may be performed by a designated OMW Corporation Quality Representative for verification of the authenticity of the appropriate certificate of conformity, material certificates and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, OMW Corporation may inspect or audit at the supplier's facility.
 - b) Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All processes where the compliance cannot be verified by inspection will require a Certificate of Conformity.
13. When appropriate, OMW Corporation may delegate the inspection authority to one of its approved suppliers. OMW Corporation will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and OMW Corporation will maintain a record of those approved to carry out such inspections.
14. When OMW Corporation or its customer intends to perform verification at the supplier's premises, OMW Corporation will first state the intended verification arrangements and the method of product release. This information will be communicated on the OMW Corporation Purchase Order or via another acceptable purchasing arrangement.
15. Where specified in the contract, OMW Corporation's customer or customer's representative will be afforded the right to verify at the supplier's premises and OMW Corporation's premises that subcontracted product conforms to specified requirements. Verification by the customer is not used by OMW Corporation as evidence of effective control of quality by the supplier and shall not absolve OMW Corporation or its supplier of the responsibility to provide acceptable product and maintain competent personnel and an effective QMS, nor shall it preclude subsequent rejection by the customer.
16. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), OMW Corporation will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on OMW Corporation's Purchase Order or may otherwise be communicated to the supplier.
17. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory records that are not provided with the shipment to OMW Corporation shall be maintained by the supplier for a minimum of 8 years (unless otherwise specified on the Purchase Order). The records shall be readily retrievable upon request for review by OMW Corporation, OMW Corporations' customers and regulatory agencies. Records shall include (as applicable) material certification, special processing, work order/traveler, test reports, inspection reports, first article reports and calibration records.

18. OMW Corporation expects 100% on time delivery. If the agreed upon delivery cannot be met, the appropriate OMW Customer Service Representative must be notified in advance. If OMW Corporation's annual supplier evaluation identifies a supplier with an on-time delivery rate of 95% or less a corrective action can be issued.
19. Supplier is responsible to package and label their parts or services in a manner that ensures they arrive in good condition whether hand-delivered or when using approved transport services, either to OMW Corporation or drop-shipped per OMW Corporation's instructions. The supplier's quality obligations include, without limitation, packaging the materials for transport and storage at OMW Corporation or other designate location. Wherever possible and reasonable, the use of returnable packaging is encouraged.
20. OMW Corporation requires that products provided by its Approved Suppliers be correct and free of defect per the supplied Purchase Order. If OMW Corporation's annual supplier evaluation identifies a supplier with a scrap/rework rate that exceeds 10% of their OMW work orders; a corrective action can be issued.
21. OMW Corporation may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: cancellation of the PO with no further liability to OMW Corporation, withholding payment until the issue is resolved, removal of the supplier from OMW Corporation's Approved Supplier List, and/or legal action.
22. Supplier shall comply with the Aerospace Industries Association of America (AIAA) *Code of Ethics*, available for review here: <https://www.aiaa.org/about/Governance/Code-of-Ethics>
23. OMW Corporation is registered with the US Dept of State, Directorate of Defense Trade Controls (DDTC) for items designed, modified, or configured for military application. As a supplier, you are required to comply with ITAR export controls for these items. No technical data (prints, parts, specifications, photos, etc.) may be provided directly or indirectly to any foreign person in your employment (who is not a citizen or lawful permanent resident). You may not provide ITAR controlled technical data to foreign suppliers and must notify subcontractors of ITAR requirements. See www.pmdtdc.state.gov for more information.
24. OMW Corporation is committed to social responsibility and ethical business practices. We support the Dodd-Frank Section 1502 legislation and the Electronic Industry Citizenship Coalition (EICC) efforts to discourage companies from engaging in trade that supports conflicts and human rights violations in the Democratic Republic of Congo (DRC) and neighboring countries.

As a responsible company, we do not knowingly purchase products containing conflict minerals. Further, we require our suppliers, and their complete supply chain, to comply with Dodd-Frank Section 1502 and take reasonable steps to ensure that the tungsten, tin, tantalum and gold used in their products originate from outside the conflict region or come from mines and smelters that are certified as conflict free by an independent third party as documented in their Conflict Minerals Policy Statement and/or EICC Conflict Minerals Reporting Template. If OMW Corporation becomes aware of a supplier whose supply chain includes conflict minerals from conflict mines, OMW Corporation will take appropriate action up to and including termination of the commercial relationship.