

## *Supplier Terms & Conditions*

As a condition for continuing to be an approved supplier to RVA, RVA requires your organization's compliance a condition for being initially selected as a supplier to RVA and as to the following:

- 1.) **Supplier Quality Management System Development:** Unless otherwise approved by RVA, Supplier shall develop and maintain a quality management system that is, at the least, third-party certified to ISO 9001:2015. RVA is committed to supporting your achieving this goal and has developed a roadmap to help our suppliers achieve this goal.
- 2.) **Personnel competence:** Personnel performing work affecting quality while product/service is within Supplier's control shall be competent and qualified based on established criteria regarding education, experience, skills, training. The Supplier is responsible for determining acceptable standards and for monitoring that they are being met.
- 3.) **Non-conforming product detected at RVA's premises:** Upon receipt of products/services from the supplier at RVA's premises, RVA will subject the product/service to an incoming verification to ensure that the purchased product/service meets RVA's purchase requirements. RVA reserves the right to subject products/services deemed to be non-conforming RVA's purchase requirements to any of the following dispositions:
  - a. Accept as-is
  - b. Require rework and re-inspection by supplier
  - c. Reject as scrap
- 4.) **Supplier Corrective Action Requests:** RVA reserves the right to issue a Supplier Corrective Action Request to the supplier to address any non-conforming situation caused by the Supplier. Such requests must be addressed by the supplier in the prescribed format within prescribed duration.
- 5.) **Use of approved methods, processed and equipment:** The supplier shall use approved methods, processes and equipment to meet RVA's requirements for the purchased product/service. These approved methods, process and equipment are methods, processes and equipment that were used by the suppliers to submit initial production parts/services to RVA which are the basis for RVA's approval of the supplier's ability to deliver such product/service to RVA during regular production runs.
- 6.) **Supplier-RVA interactions & approvals:** Supplier will notify RVA prior to executing any of the following changes to your product and/or process:
  - a. Changes in originally approved methods, processes and equipment
  - b. changes in suppliers
  - c. changes in manufacturing location and layout

While notifying RVA of all changes is a requirement, not all changes will require approval from RVA to implement the change. However, based on the potential severity of the proposed change on the end product, Supplier may require an approval from RVA prior to executing the proposed change by submitting production trial run for verification of changes. RVA will validate the impact of any changes on the manufacturing process.

- 7.) **Certificated of Compliance (C of C) are required with each shipment. Certificate of Analysis is required when specifically required in the Purchase Order:** Certifications must include name, signature, and title of QC Manager or other authorized personnel. The recording of false, fictitious or fraudulent entries on documents may be punished as a felony under Federal Statute.

Unless otherwise specified, all testing and calibration activities will be performed by an ISO/IEC 17025:2017 accredited laboratory.

- 8.) **Records retention:** All records related to RVA's contract will be retained by your organization for a minimum of 10 years, unless otherwise specified by RVA explicitly in a specific purchase order. Records shall be made available to the purchaser within 48 hours (business days only included) of request.

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- 9.) **Right of access:** RVA, RVA's customer, and any applicable regulatory body will have right of access to applicable areas of your organization, at any level of the supply chain, involved in the order and to all applicable records. With 14 days prior notification, these authorities will reserve the right to perform audits and/or inspections at your organization and your subcontractor's facilities. These audits and/or inspections performed will determine the conformance of the product to the purchase order requirements.
- 10.) **Statutory and regulatory compliance:**
- 10.1. **Statutory and regulatory compliance - General:** Where specified in RVA's purchase order, supplier will ensure compliance with any specified statutory and regulatory requirements pertaining to the product/service.
  - 10.2. **Statutory and regulatory compliance – Flow-down to sub-tier suppliers:** Where applicable, Suppliers are required to flow down statutory and regulatory requirements specified by RVA to the supplier's suppliers and require their compliance to such requirements. Further, Suppliers are required to develop, implement and maintain systems to ensure that their suppliers are compliant with these requirements, where applicable.
  - 10.3. **Statutory and regulatory compliance - Labor Laws:** Supplier shall comply with Executive Order 13496 (January 30, 2009), pertaining to employee rights under the National Labor Relations Act; the OSHA Act of 1970; the Executive Order 11141 Non-Discrimination by Age; Executive Order 11458 and 11625 Utilization of Minority Business Enterprises; 11701 Listing of Job Openings for Veterans; Section 503 of the Rehabilitation Act of 1973; Vietnam Era Veterans' Act of 1974; Executive Order 13201 Ch. 470, Notification of Employee Rights Concerning Payment of Union Dues or Fees;
  - 10.4. **Statutory and regulatory compliance - Ethics Laws:** Supplier shall comply with 41 CFR 60-471; 29 CFR Part 471, Appendix A; All applicable export and import laws, as well as anti-bribery and anti-corruption laws;
  - 10.5. **Statutory and regulatory compliance - Anti-Discrimination Laws:** Seller shall comply with all applicable provisions of Executive Agreement 11246 of September 24, 1965, as amended, the terms of which are incorporated herein by this reference and made a part thereof. It is the policy of RVA Steam Forging Co. to provide equal employment opportunity and to adhere to federal, state and local laws pertaining thereto. Appropriate action shall be taken by Seller, with respect to itself and any of its subcontractors, vendors, and suppliers to ensure compliance with such laws. All federal, state and local equal opportunity and affirmative action requirements with regard to race, gender, creed, color, age, religion, national origin, disability or veteran status, are incorporated herein by reference.
- 11.) **Conflict between Purchase Order and Supplier Terms & Conditions:** To the extent there is a conflict between requirements contained in this document and requirements set forth on the face of or in the attachments on RVA's purchase order, the requirements on the face of the purchase order and/or in the attachments shall prevail.
- 12.) **RVA Authorized Contact:**
- Name: Jason Perkins  
Phone 585-436-4802  
Email quotes@rochvibeassembly.com
- 13.) **Supplier's supplier flow-down:** Where applicable, Suppliers are required to flow down requirements of this terms and conditions document and any other requirements from RVA to the supplier's suppliers and require their compliance to such requirements. Further, supplier's are required to develop, implement and maintain systems to ensure that their suppliers are compliant with these requirements, where applicable.

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- 14.) **Control and Monitoring of Supplier performance:** RVA performs continual monitoring of performance of critical suppliers considering factors including but not limited to: (a) quality, (b) on-time-delivery. Annually, RVA performs a supplier risk assessment considering the above factors. Suppliers presenting an acceptable risk to RVA as a result of the annual supplier risk assessment will be unconditionally re-approved for the following year. Suppliers who do not meet the established acceptable performance levels will be subject to actions deemed necessary to prevent unacceptable risks on RVA's product safety, personnel safety, product performance, process effectiveness or process efficiency, these actions can include increased incoming inspection, new business hold or removal of supplier from critical approved supplier list, subject to approval by RVA's top management.