S³ Manufacturing Inc.

Purchase Order Terms and Conditions

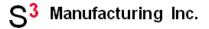
S3 Manufacturing Inc.'s Quality Policy is:

"S3 Manufacturing is committed to satisfying our customers by providing products and services that meet or exceed requirements, continually improving and operating in a safe environment."

The achievement of this policy requires a similar desire and commitment to excellence from our Suppliers. This Purchase Order Terms and Conditions document has been established to communicate our requirements. The requirements outlined in this document are designed to ensure that the supplier's quality practices comply with S3 Manufacturing requirements and those of our customers and regulatory agencies.

This document defines requirements for S3 Manufacturing suppliers/sub-contractors whose products or services are included in S3 Manufacturing end items. Any requirements detailed in a specific Purchase Order override the requirements stated herein.

- Unless otherwise authorized in writing by S3 Manufacturing, the Supplier shall furnish S3
 Manufacturing only articles which are in complete compliance with all purchase order
 requirements. Any deviations to the requirements of this document must be approved in writing
 by S3 Manufacturing.
- S3 Manufacturing, our customers, and regulatory agencies have the right of access to the supplier's facilities and quality records involved with a purchase order. Any on-site verification does not relieve the supplier of the responsibility of providing acceptable product or preclude subsequent rejection.
- All supplies and services received by S3 Manufacturing will be subjected to inspection verification after receipt, as necessary to assure conformance to purchase order requirements.
 If a nonconformance is identified, the supplier will respond to S3 Manufacturing's request for corrective action.
- The process or services contracted by this purchase order may not be subcontracted without prior approval from S3 Manufacturing. Any sub-tier supplier performing approved flow down of work for this purchase order must be authorized by S3 Manufacturing prior to the work being performed. All purchase order requirements, including key characteristics, will be flowed down to the sub-tier supplier by the supplier named on the PO.
- The supplier will report any nonconforming material to S3 Manufacturing. This includes nonconforming material detected after delivery. Disposition instructions to be determined by S3 Manufacturing.



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- The supplier will maintain a quality management system appropriate to the product or service
 procured by this purchase order. Any special certification requirements will be listed specifically
 on the purchase order.
- S3 Manufacturing must be notified about any changes in supplier location, ownership, quality system, product or any major process change.
- Any records being held at supplier facility (manufacturer certs, test reports, work orders, etc.)
 must be maintained for a minimum period of 10 years.
- Any product data (drawings, specifications, digital data, etc.) are for the express purpose of fulfilling this purchase order and cannot be shared by the supplier.
- Supplier personnel required to be certified for a process must have current certifications at the time the work called out on the purchase order is performed.
- The supplier must control and protect any customer provided tooling or material while in their facility or in transit.
- Parts supplied on this purchase order must be to the latest revision of the specification(s), unless otherwise stated on the Purchase Order.
- For providers of Special Processes (processes where the output cannot be verified through an
 inspection or test): The Special Process must be validated to demonstrate the ability to achieve
 planned results (including the criteria for review and approval, approval of equipment and
 qualification of personnel, use of specific methods and procedures, records requirements and
 re-validation).
- For providers of calibration services: Calibration must be performed in accordance with ANSI/NCSL Z540-1 and all standards used in the calibration process must be traceable to NIST. These standards must also be stated on the supplier certification. The supplier must be listed as an approved Laboratory. Calibration certification must list the results of the measurements/tests made during calibration.