

## Specific Terms and Conditions of Purchase – Grand Junction, CO

Jabil Defense and Aerospace Services, LLC



Certificate of Conformance is required for all products and services, certifying that ALL purchase order requirements have been met.

Current revision of documents referenced below will be provided by Jabil upon request.

All raw materials shall be traceable to a single heat lot. Raw material shall also be tested for conformance to applicable industry specification by a material testing lab that is either Nadcap Accredited (for "MT" - Materials Testing scope) or certified by an ILAC signatory. The mill certs (showing heat lot traceability) and the material testing certs shall be provided to Jabil with each shipment of material or product.

Unless specified otherwise in end-user specifications noted below, special processing may only be completed by organizations certified by Nadcap to the specific scope of the special process.

Where DPAS rating is flowed on the Purchase Order, the Order is certified for national defense end-use, and supplier is required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). If supplier has accepted a rated order and subsequently finds that shipment or performance will be delayed, the supplier must notify Jabil immediately, give the reasons for the delay, and advise of a new shipment or performance date. If notification is given verbally, written (hard copy) or electronic confirmation must be provided within one working day of the verbal notice.

If applicable, JDAS FAR/DFAR Clauses can be found at: <https://www.jabil.com/dam/jcr:20257b1b-30e5-4cd7-a7d9-80c94431c271/JDAS%20FAR%20DFARS%20Clauses-1121.pdf>

In addition, the requirements in DFARS 252.204-7012, "Safeguarding Covered Defense Information and Cyber Incident Reporting," shall be complied with to the extent applicable. Under the DFARS 252.204-7020 clause, JDAS is prohibited from awarding a subcontract or similar contractual instrument to a supplier that is subject to the implementation of NIST SP 800-171 security requirements in accordance with the DFARS clause 252.204-7012, unless the supplier has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment

Where UTAS (United Technologies Aerospace Systems) or Collins is specified as end-user, supplier compliance to the current revision of the following specifications is required: AS9100, ASQR-01, HSM17, HSM19, HSM236 and UTC Government Terms and Conditions located at [www.utc.com](http://www.utc.com). Compliance to HSC16199 is required when part is identified as Flight Safety and/or when supplier is responsible for generating Flight Safety Characteristics (FSC) or Key Product Characteristics (KPC). FSCs and KPCs are to be 100% inspected and actuals provided to Jabil by serial number.

Where PWC (Pratt & Whitney Canada) is specified as end-user, supplier compliance to the current revision of the following specifications is required: AS9100, ASQR-01, SQOP 01-01 (Rev R), SQOP 01-06 (Rev E), CPW40 (Rev P) and CPW2000 (Rev K). SCOP DQR (Rev G) applies if supplier has a PWC-approved DQR program.

Where PWUS (Pratt & Whitney US) is specified as end-user, supplier compliance to the current revision of the following specifications is required: AS9100, ASQR-01, PW-QA 6088, PW-QA 6101, PW-QA 6102, PW-QA 6103, POP 1614-APU. SCOP DQR applies if supplier has a PWUS-approved DQR program.

Where GE (General Electric Aviation) is specified as end-user, supplier compliance to the current revision of the following specifications is required: S-1005, S-1007, S-553, TD114606, and C64.

Where NGIS (Northrop Grumman Innovation Systems) is specified as end-user, special processes listed on the NGIS "Controlled Special Processors List" may only be completed by suppliers included on this list.

Where Goodrich is specified as end-user, Spec A-9000 applies.

Subcontract suppliers shall safeguard product and re-package it for return to Jabil utilizing THE SAME PROTECTIVE PACKAGING METHODS used by Jabil during outbound shipment.

In response to history of counterfeit material allegations, no material of any type will be accepted from the following companies: Western Titanium – San Diego, CA; Kobe Steel, Ltd. - Tokyo, Japan; Mach 2 Metals, Inc.; Mitsubishi Cable Industries, Inc. - Japan (including all MCI affiliates and subsidiaries); IMPOL Aluminum Industries (exception, we will ONLY reject material listed on the 04-May-2018 Industry Alert published by IMPOL. Please request a copy of the alert from JDAS, if needed). Furthermore, supplier shall have a Counterfeit Prevention Program in place, which complies with AS6174, or equivalent industry standard.

For product with shelf-life requirements, supplier shall ensure that product has a remaining minimum shelf life of twelve (12) months (or 80% of product shelf life remaining). Where a product or unit size is in short supply, and the available product has less than the minimum remaining shelf life, Jabil must agree in writing to the shortened shelf life (email is acceptable).

To address U.S. regulations/sanctions (OFAC, EAR, ITAR), as well as concerns related to "Conflict Resources" (i.e. natural resources extracted in conflict zones and sold to perpetuate fighting in these regions), Jabil will not accept any raw materials (nor components made from raw materials), which are sourced from any of the following countries: Afghanistan, Balkans, Belarus, Burundi, Central African Republic, China, Cote d'Ivoire, Cuba, Cyprus, Democratic Republic of the Congo, Egypt, Eritrea, Fiji, Germany, Haiti, Hong Kong, India, Iran, Iraq, Israel, Kuwait, Lebanon, Liberia, Libya, Malaysia, Myanmar (formerly Burma), North Korea, Pakistan, Russia, Rwanda, Singapore, Somalia, South Korea, South Sudan, Sri Lanka, Sudan, Syria, Ukraine, United Arab Emirates, Venezuela, Vietnam, Yemen, Zimbabwe.

Pursuant to AS9100D, Clause 8.4.3(a) thru (k), supplier shall comply with the requirements of these "Specific Terms and Conditions of Purchase" and as well any additional requirements flowed down on the face of the Jabil PO for the specific product or service being procured. Per AS9100, Clause 8.4.3 (e), Jabil may communicate supplier metrics (such as DPPM and OTD) as part of control and monitoring of performance. Supplier shall be responsible for providing any requests feedback to drive performance improvement. Per AS9100, Clause 8.4.3 (k), supplier shall notify Jabil of nonconforming processes, products, or services and obtain approval for their disposition, prior to shipping to Jabil. For non-COTS materials/services, Supplier shall also notify Jabil regarding changes to processes, products, or services, including changes to their external providers or location of manufacture, and obtain the Jabil approval.

Pursuant to AS9100D, Clause 8.4.3(l), supplier shall provide the right of access to Jabil, Jabil's customer, and regulatory authorities, to the applicable areas of facilities and to applicable documented information, at any level of the supply chain, as requested, to audit compliance to Jabil and/or Regulatory requirements.

Pursuant to AS9100D, Clause 8.4.3(m), supplier is responsible for ensuring that persons are aware of: their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior.

Records generated in support of this Jabil Purchase Order shall be retained for a period of 10 years, unless a more stringent requirement is flowed in a Jabil or Customer specification ties to the Purchase Order.

Seller must be committed to the highest standards of ethics and business conduct. Seller must comply with the law, honor commitments, act in good faith, and be accountable. Seller must strive to maintain full compliance with all laws and regulations applicable to the operation of the business and customer relationships. Seller must not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices. Seller will avoid involvement in activities that may be perceived as a conflict-of-interest. Seller will respect the legitimate proprietary rights and intellectual property rights of customers and Suppliers and take proper care to protect sensitive information, including confidential, proprietary, and personal information. Seller will support product safety by ensuring robust management of special requirements, critical items and key characteristics. If there are concerns with respect to product safety, Seller will communicate them to Jabil. If there is a concern at the Seller's premises with respect to safety during the manufacture of the product, Seller will notify its own employees of the concern and whenever possible, mitigate the concern.

Current revision of referenced documents will be provided by Jabil upon request. Deliveries are to be +/-3 days of PO due date and partial shipments are not allowed unless supplier has obtained written permission from Jabil. Any additional or dissimilar Terms proposed by the Seller, not previously agreed to by Jabil, are deemed alterations and are hereby objected to.