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BMP SUPPLIER QUALITY	4.6-E	5	1 of 3	05/14/18
REQUIREMENTS – ONE				

This document defines quality and other requirements applicable when goods or services are sold to Ben Machine Products. UNLESS OTHERWISE DIRECTED ON THE PURCHASE ORDER, THE FOLLOWING PROCESS RESTRICTIONS AND OTHER REQUIREMENTS APPLY:

- 1. **MATERIAL TEST REPORTS:** A certification record showing quantitative test results of the degree of compliance with applicable specifications regarding physical properties and chemical compositions is required for each batch of raw material supplied or used to complete the purchase order. The associated certification data shall be traceable from the supplier to the original mill/manufacturer by heat or lot/batch number. If raw material is being supplied, the raw material must be marked or tagged with the heat/lot numbers in such a way so it is visible as loaded on the truck.
- 2. **TIME SENSITIVE MATERIAL:** Any material being provided pursuant to the purchase order that is time sensitive shall be accompanied by a Certificate of Compliance that identifies the date of manufacture and the date of expiry. Shelf life for this material shall not be less than two thirds (2/3) of the manufacturer's recommended shelf life at the time of delivery to Ben Machine Products.
- 3. **QUALIFIED COUNTRY AND NAFTA:** Any material supplied pursuant to this purchase order must come from a "Qualified Country" as defined by the Defense Federal Acquisition Regulations of the United States of America. All suppliers must supply a correct NAFTA Certificate of Origin for duty free export to Canada.
- 4. **ITAR AND CONTROLLED GOODS REGULATIONS:** All suppliers must inform the buyer if the goods, software or technical data being supplied by them are subject to United States International Trade in Arms Regulations, U.S. Department of Commerce export restrictions or Canadian Controlled Goods export restrictions. All Canadian suppliers providing services on products, or based on drawings, supplied by Ben Machine Products shall be registered under the Controlled Goods Regulations of Canada.
- 5. **RECORDS OF OBJECTIVE EVIDENCE/RECORD RETENTION:** Suppliers shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, the period shall be ten (10) years.
- 6. NON-CONFORMING PRODUCT: Suppliers shall develop procedures that assure product that does not conform to specified requirements is not shipped to Ben Machine Products. Any variation from specified requirements shall require written authorization from Ben Machine Products prior to shipment. In the event that a unit is found to be non-conforming to the specifications of the purchase order, associated drawings or documented requirements, the Supplier shall use its best effort to rework or provide replacement parts within 24 hours. If the cause of the non-conformance is found to fall within the responsibility of the Supplier, the Supplier shall bear all costs associated with shipping and repairing/replacing the unit. If the cause of the non-conformance is found to fall within the responsibility of Ben Machine Products, the Supplier shall provide a quote for the repair or rework, and Ben Machine Products will decide whether to repair, rework, replace or scrap the unit. Ben Machine Products will be responsible for the shipping costs associated with non-conformances that are its responsibility.
- 7. **STATISTICAL TECHNIQUES:** Suppliers are responsible for understanding and reducing variation within processes and are encouraged to use control-charting techniques. When control charting is not performed, sample inspection of all attributes shall be performed to ANSI/ASQC Z1.4 (MIL-STD-105), Level II 1.0 AQL, c=0.
- 8. **SUPPLIER CONTROL:** Suppliers, including dealers and distributors, are responsible for insuring that the applicable requirements of this purchase order are imposed on lower tier procurements for raw material, components or process services being used in the manufacture of products or services being provided.

BMP ISO EXHIBITS

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- 9. **CERTIFICATES OF COMPLIANCE:** The Certificate of Compliance is a quality record that shall include the applicable part number, drawing revision, Military, Federal, or Industry specification number, purchase order number, quantity, date shipped, manufacturer's name and authorized representative's signature. The supplier shall be able to furnish information on their source of supply that could include items such as serial numbers, lot numbers, heat numbers, batch, date code and cure date. Unless directed by the applicable drawings, material or process specification, or supplemental quality clause, the data shall be retained on file and made available to Ben Machine Products on request.
- 10. **RIGHT OF ENTRY:** Ben Machine Products, its customers and relevant regulatory authorities will have access to supplier's, and all other facilities involved in the order, where they will have access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control and configuration control. Ben Machine Products reserves the right to determine and verify quality of work, records and material. The supplier shall notify Ben Machine Products of any change in product, process, suppliers or the location of the supplier's facility.
- 11. **RESPONSIBILITY FOR CONFORMANCE:** Acceptance of product shall not be used as evidence of effective control of quality by the supplier, and shall not absolve the supplier of responsibility for acceptable products or preclude subsequent rejection by Ben Machine Products' customers.
- 12. **INDUSTRY SPECIFICATION AND STANDARDS:** For all Military, Federal, and Industry specifications and standards, the supplier shall comply with the revision in affect at the time the Ben Machine Products purchase order is issued. Ben Machine Products reserves the right to request a different revision than would be specified on the purchase order.
- 13. **WARRANTIES:** Suppliers shall warrant to Ben Machine Products that the items being delivered pursuant to any purchase order or similar contract are merchantable and free from defects in material and workmanship, and will conform to all applicable specifications, drawings, samples and descriptions. The foregoing express warranties shall be in addition to any warranties customarily made by the Supplier for its product. The Suppliers' warranty shall extend for a period of eighteen (18) months after the item is delivered and accepted by Ben Machine Products. However, the Suppliers' liability for any warranty claim shall be limited to the repair or replacement of the items plus any applicable shipping charges.
- 14. **NO COUNTERFEIT MATERIALS.** Where applicable, only new and authentic materials are to be sold to Ben Machine Products. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts must come directly from the original component manufacturer (OCM) or through an OCM franchised distributor. Documentation must be available that authenticates traceability to the applicable OCM. Independent distributors and brokers cannot provide product to Ben Machine Products.
- 15. **CONFLICT MINERALS COMPLIANCE.** Suppliers agree that they will not provide Ben Machine Products with any "conflict minerals", as defined in the Dodd-Frank Wall Street Reform Consumer Protection Act. Suppliers also agree that they will undertake due diligence on their supply chain and any other measures necessary to comply with this requirement.

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- 16. **RoHS COMPLIANCE**. Unless otherwise agreed on the purchase order, all suppliers to BMP will provide products and services that are RoHS compliant per Directive 2011/65/EU and any subsequent amendments. The directive can be viewed here:

 Http://ec.europa.eu/environment/waste/rohs eee/index en.htm
- 17. **REACH COMPLIANCE**. Unless otherwise agreed on the purchase order, all suppliers to BMP will provide products and services that are REACH compliant. The supplier will provide products and services which **do not contain** substances on the Candidate List of Substances of Very High Concern. This list is specified by the European Union Directive 1907/2006 on the Registration Evaluation Authorization and Restriction of Chemicals, which can be viewed here: https://echa.europa.eu/candidate-list-table
- 18. **ETHICS.** Suppliers shall conduct their business in a fair, forthright and honest manner. Suppliers shall not receive nor give any gifts or gratuities in connection with this purchase order. Suppliers shall not engage in any unethical conduct during performance of this purchase order. Suppliers shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived.