



Vendor Terms and Conditions

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The following Terms and Conditions define the vendors' responsibilities for ensuring conformance to Xavier MetalWorks purchase order requirements. These requirements have been implemented with the objective of receiving defect free products with the correct documentation on the scheduled delivery date. Failure to comply with these requirements may result in the vendor's product being rejected.

1. FLOW DOWNS

The vendor shall flow down all relevant purchase order requirements including, when applicable, the use of customer approved special process sources to any sub-tier vendors involved in the manufacture of Xavier MetalWorks product. Sub-tier vendors are required to comply with all specified purchase order requirements. The vendor is responsible for ensuring that any work performed by a sub-tier vendor is in accordance with Xavier MetalWorks's purchase order requirements.

2. ETHICAL BUSINESS PRACTICES

Xavier MetalWorks vendors are expected to conduct themselves in a manner consistent with the highest standards of professional business conduct and encourages all vendors to implement an effective ethics program. Vendors shall 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 and shall avoid involvement in activities that may be perceived as a conflict-of-interest. Vendors shall respect the legitimate proprietary rights and intellectual property rights of customers and take appropriate actions to protect sensitive information, including confidential, proprietary and personal information.

3. PRODUCT SAFETY & CONFORMANCE

Vendors shall support product safety and conformance by ensuring robust management of special requirements, critical items, and key characteristics. Vendors shall communicate to Xavier MetalWorks any concerns with product safety. If there is a concern at the vendor's premises regarding product safety during the manufacture of the product, the vendor shall notify its own employees of the concern and whenever possible, mitigate the concern. The vendor shall ensure that employees working on its behalf are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

4. REVISION CONTROL

The vendor shall assure the drawing revision on file at their facility corresponds with the revision noted on Xavier MetalWorks purchase orders. The vendor is responsible to contact Xavier MetalWorks's purchasing agent with any discrepancies in drawing revisions. Where industry specifications are referenced, vendor shall ensure latest published revisions are used.

5. RIGHT OF ENTRY

Upon request, the vendor shall allow Xavier MetalWorks right of entry to perform inspections, surveys, or surveillance. These rights shall extend to Xavier MetalWorks customers and regulatory agencies, at no increase in price, cost, or fee to Xavier MetalWorks, Xavier MetalWorks customers, or regulatory agencies.

6. QUALITY MANAGEMENT SYSTEM

Vendors with a quality management system that complies with the requirements of ISO9001 or AS9100 is preferred, but not required.



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7. CERTIFICATE OF CONFORMANCE

When indicated in Xavier MetalWorks's purchase order: Each shipment shall be accompanied by a Certificate of Conformance (C of C) certifying that product meets the requirements of the purchase order and specifications referenced on the drawing and/or purchase order.

8. FOREIGN OBJECT DEBRIS (FOD)

The vendor shall ensure that products delivered to Xavier MetalWorks are free of FOD. Xavier MetalWorks encourages all vendors to incorporate a FOD prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate into deliverable products (see NAS-412 or AS9146 for guidance). Delivered products to Xavier MetalWorks must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil, and other foreign material on surfaces to prevent FOD entrapment.

9. WORKMANSHIP

Workmanship shall be of a level of quality to assure that the purchased material/process/product meets the performance requirements of the purchase order, engineering drawing, and referenced specifications. Products shall not be cracked, chipped, broken, or otherwise damaged beyond the limits of the original part specification. Product shall be free of scratches, sharp edges, loose, blistered, or foreign matter, and other evidence of poor workmanship that may render the product unsuitable for the purpose intended.

10. NONCONFORMING MATERIAL

Nonconforming or suspect material shall be identified and segregated to prevent unintended use or delivery. The vendor shall not ship any product which deviates from drawings, specifications, or other procurement requirements without the express written approval of Xavier MetalWorks. In instances where nonconforming product may have been shipped, the vendor shall promptly notify Xavier MetalWorks.

11. CORRECTIVE ACTION

The vendor shall have a corrective action system in place. All requests for corrective action shall be answered by the due date identified in Xavier MetalWorks's request for corrective action. If this date cannot be met, a formal request for extension shall be requested through Xavier MetalWorks's purchasing agent. Corrective action responses shall be documented and include containment, identification, and segregation of material. The response shall describe the root cause of the problem, corrective action taken to prevent reoccurrence, and include objective evidence of actions taken. When a sub-tier is responsible for the nonconformance the prime vendor shall flow down a request for corrective action to the sub-tier vendor.

12. PACKAGING & HANDLING

Vendors shall ensure that required documentation is included with shipments and that the correct material is provided and properly marked, identified, and packaged. Packaging shall be in accordance with best commercial practices. Packaging must be done in a manner that protects against potential damage from shipping, FOD, corrosion, moisture, deterioration, contamination or damage by processing, handling, and storage at vendor's facility or in transit to Xavier MetalWorks or any sub-tier vendor.



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13. RECORD RETENTION

The vendor shall maintain records pertaining to the manufacture, inspection and/or testing of all Xavier MetalWorks products. Records shall be adequate to ascertain the quality level of production processes and shall include any chemical and physical test results of raw materials used in the manufacture of product. Records shall be retained for a period of 10 (ten) years and available for review upon request.

14. COUNTERFEIT PARTS PREVENTION

No vendor or distributor shall deliver any counterfeit parts, materials, or components to Xavier MetalWorks. If suspect/counterfeit material is furnished to Xavier MetalWorks, the seller shall replace material at no additional cost to Xavier MetalWorks. Seller shall be liable for all costs relating to impoundment, removal, and replacement. Reference AS5553 Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition or AS6174 Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material for additional information and definitions.

15. CHANGE IN LOCATION, NAME, OR OWNERSHIP

The vendor shall provide notice to Xavier MetalWorks of a change in manufacturing location, name, or ownership.

16. RAW MATERIAL AND SPECIAL PROCESSES CERTIFICATIONS

When indicated in Xavier MetalWorks's purchase order: Raw material (aluminum, steel, peak, etc.) and special processes (paint, plating, chemical conversions, etc.) shall conform to specifications and standards specified on the drawing and/or Xavier MetalWorks purchase order. The vendor shall provide documented evidence of this conformity including a listing of each material element or test result in the test report. The applicable material/special process conformance certificate shall contain the following information:

- Vendor's name and address
- Purchase order number
- Part number including revision
- Quantity
- Material/Special Process type and specification including revision (type/grade/class/physical and chemical properties, etc.)
- Lot number (manufacture/heat/batch number)
- Country of origin
- Signature and date by authorized representative

17. TEST AND INSPECTION REPORTS

When indicated in Xavier MetalWorks's purchase order: the vendor shall provide acceptance test and/or inspection data with shipment of product, as further evidence of conformance to purchase order requirements.

18. CALIBRATION SERVICE PROVIDERS

When Xavier MetalWorks's purchase order is for calibration services, the calibration service provider shall have a calibration system in accordance ISO 17025 or other accredited calibration laboratory. Xavier MetalWorks will request evidence of accreditation as needed.



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Rev	Description of Change	Approved By	Date Released
A	Initial Release	Luis Rodriguez	06/13/2024