CORWIL TECHNOLOGY CORPORATION

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Supplier Terms and Conditions Agreement

General: As a supplier to CORWIL Technology Corporation (CORWIL), it is understood that your organization agrees to meet the following stipulations / AS9100 requirements. These requirements are, therefore, to be considered as terms and conditions to all purchases, unless an exception is granted.

1. CORWIL reserves the right of final approval of product, procedures, processes, and equipment.
2. All special processes required by this purchase order must be performed by qualified personnel.
3. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, Etc.) Must notify CORWIL of any changes to that certification.
4. Supplier acknowledges and agrees that any specifications and all related writings, drawings, designs and similar work provided to seller or buyer shall be deemed “Confidential Information”.
5. Where required on the CORWIL Purchase Order, its suppliers must use CORWIL’s customer-approved special process sources.
6. CORWIL is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a CORWIL’s authorized manager or designee.
7. Furthermore, the supplier is required to notify CORWIL of any changes to a product and/or process and to obtain approval from an authorized CORWIL manager or designee (if applicable).
8. CORWIL, their customers, and regulatory authorities retain the right of access to all supplier facilities involved in the order and to all applicable records.
9. The AS9100 standard requires that all applicable customer/regulatory/AS9100 requirements for the supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, CORWIL does not allow its suppliers to subcontract any product or process to a sub-tier supplier without CORWIL expressed written consent.
10. CORWIL performs inspection activities to ensure that purchased product meets purchase requirements. They may include: Receiving inspections (of supplier products / services / documents) may be / are performed by a designated employee. CORWIL verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, CORWIL may inspect or audit at the supplier’s facility. Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (anodizing, heat treat etc.) where the compliance cannot be verified by inspections will require a Certificate of Conformity.
11. When appropriate, CORWIL may delegate the inspection authority to one of its approved suppliers. CORWIL will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and CORWIL will maintain a record of those approved to carry out such inspections.
12. When CORWIL or its customer intends to perform verification at the supplier’s premises; CORWIL will first state the intended verification arrangements and the method of product release. This information will be communicated on the CORWIL Purchase Order or via another acceptable purchasing arrangement.
13. Where specified in the contract, the CORWIL’s customer or customer’s representative will be afforded the right to verify at the supplier’s premises and CORWIL’s premises that subcontracted product conforms to specified requirements. Verification by the customer is not used by CORWIL as evidence of effective control of quality by the supplier and shall not absolve CORWIL or its supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
14. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), CORWIL will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on CORWIL’s Purchase Order or may otherwise be communicated to the supplier.
15. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirements and should otherwise be kept confidential.
16. CORWIL may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from CORWIL’s Approved Supplier List, and legal actions.

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17. CORWIL requires all documents related to Medical Devices be retained for the life of the device. All other documents must be retained for 10 years, unless otherwise stated.
18. CORWIL requires that suppliers who cannot meet any of the above requirements to request exceptions to requirements in writing.