



## Joining Technologies Purchase Order General Terms and Conditions

Form: F-07-57

Revision Level: 14

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Dear valued supplier,

In order to maintain compliance with clause 8.4.3 of AS9100 (the aerospace addition to the ISO-9001 standard) and limit manufacturing liabilities, Joining Technologies, Inc. ("JT") and as applicable, is required to communicate the information contained herein. A signed copy of the attached "**Purchase Order General Terms and Conditions**," is required for our records and we recommend you maintain a copy for your records.

Thank you in advance for your time and for helping Joining Technologies maintain a high standard of quality. Please contact Purchasing or Quality Management at the purchasing company: Joining Industries (JI) or Joining Technologies (JT) with any questions or concerns.



**Jameson Liro**

*Purchasing and Inventory Control Coordinator*

Joining Technologies, Inc.

Main Phone: 860.653.0111

**Ron Dutton**

*Senior Quality Control Engineer*

Joining Technologies, Inc.

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Attachments:

1. "Purchase Order General Terms and Conditions"
2. Schedule A "Material and Service Specific Requirements"
3. Schedule B "Insurance Requirements Subcontracts and Suppliers"

**These Purchase Order General Terms and Conditions are applicable to Joining Technologies, Inc. Purchase Orders.**

**ATTENTION: *Joining Industries purchasing company Purchase Order Form shall override this Agreement in the event of a conflict.***



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## 1. Definitions.

"Purchase order" or "Order" MEANS THE PURCHASE ORDER FORM ITSELF WITH TERMS, THESE PURCHASE ORDER GENERAL TERMS AND CONDITIONS, AND ALL SPECIFICATIONS, DRAWINGS, DATA, INSTRUCTIONS, SCHEDULES AND THE LIKE THAT ACCOMPANY OR ARE INCORPORATED INTO THE ORDER BY REFERENCE AND ANY PURCHASE ORDER REVISIONS, MODIFICATIONS OR AMENDMENTS THAT MAY BE MADE FROM TIME TO TIME.

"Buyer" means: Joining Industries, or Joining Technologies Incorporated, whichever business has issued the P.O. "Supplier" means the company described on the face of the Order and, (ii) any applicable subcontractors that Supplier elects to utilize for the Order, provided that such subcontractors must agree to any and all Order terms and conditions prior to Supplier's issuance of an Order containing such subcontractors. "Goods" shall include, but not be limited to physical goods, items, materials, services that are rendered or performed, equipment, supplies, work and the like supplied by Supplier (and any applicable subcontractors).

## 2. Quality.

2.1 The Buyer requires all Suppliers to provide notification via phone followed by written notification (mail, email or fax) upon the detection of nonconforming product. Maintaining records that support evidence of conformity is a requirement and Supplier must retain forms, such as production records, product verification records, material certificates and reports of nonconformance for Goods that the Buyer purchases. These records shall remain legible, readily identifiable, and retrievable. Record retention periods are equal to the product life or five years, whichever is greater. Any Goods related to aerospace and aircraft, must be maintained for a minimum of ten years, unless otherwise specified. The Buyer reserves the right to determine if material is nonconforming and to reject and return nonconforming material. Payment for material determined to be nonconforming does not constitute acceptance. Suppliers are required to obtain approval by Buyer, prior to processing any order, if changes in approved product, process, subcontractor(s), facility location, or the like, has or will occur. The requirements contained herein, including customer requirements, must be applied to Supplier's subcontractor contracts and Supplier's internal protocol, when applicable. Access to all applicable records must be provided to Buyer, our customers and regulatory authorities, for all facilities involved in the Order and at any level of the supply chain.

2.2 The following (8.1.3 – 8.7) is a numerically sequenced list which is in accordance with AS9100 Rev D and ISO9001/2015. The following AS9100 clauses and JT specific clauses are invoked on Joining Technologies purchase orders at the time of issue.

### 8.1.3 Product Safety

- Plan, implement and control the process needed to assure product safety during the entire product life cycle as appropriate to the organization and the product.

### 8.1.4 Prevention of Counterfeit and Obsolete parts

- The organization shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit, obsolete or suspect counterfeit, obsolete part use, and their inclusion in product(s) delivered to the customer.

### 8.2.3 Review of the Requirements for Products and Services

- Organization shall ensure it can meet the requirements of the products or services it offers.
- A review should be in place before committing to supply products and services.

### 8.4.2 Type and Extent of Control

- The organization shall ensure that externally provided processes, products and services do not adversely affect the organizations ability to consistently deliver conforming products and services to its customers.
- Verification activities of externally provided processes, products, and services shall be performed according to the risks identified by the organization.

Note 2: Verification activities can include:

- Review of objective evidence of the conformity of the processes, products, and services from the external provider.
- Inspection and audit at the external provider's premises.
- Review of the required documentation.



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- Review of production part approval process data.
- Inspection of products or verification of services upon receipt.
- Review of delegations of product verification to the external provider.

## 8.4.3 Information for External Providers

- Notify the organization of changes to process, products, or services including changes of their external providers or location of manufacture and obtain the organizations approval.
- Right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- Ensuring that persons are aware of:
  - their contribution to product or service conformity;
  - their contribution to product safety;
  - the importance of ethical behavior.

## 8.5.1 Control of Production and Service Provision

- Characteristics of the products to be produced, the services to be provided, or the activities to be performed.
- Results to be achieved.
- Availability and use of suitable monitoring and measuring resources.
- The implementation of monitoring a measurement activity at appropriate stages to verify that criteria for control of processes or outputs, and acceptance criteria for products and services, have been met.
- Use of suitable infrastructure and environment for the operation of processes.
- The appointment of competent persons including any required qualification.
- Validation, and periodic revalidation, of the ability to achieve planned results of the processes for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement.
- Implement of actions to prevent human error.
- The establishment of criteria for workmanship.
- Accountability for all products during production.
- Control and monitoring of identified critical items, including key characteristics, in accordance with established processes.
- Determination of methods to measure variable data.
- Identification of in-process inspection/verification points when adequate verification of conformity cannot be performed at later stages.
- Availability of evidence that all production and inspection/verification operations have been completed as planned, or as otherwise documented and authorized.
- Provision for the prevention, detection, and removal of foreign objects.
- Control and monitoring of utilities and supplies.
- Identification and recording of products released for subsequent production use pending completion of all required measuring and monitoring activities, to allow recall and replacement if it is later found that the product does not meet requirements.

### 8.5.1.1 Control of Equipment, Tools, and Software Programs

- Equipment, tools, and software programs used to automate, control, monitor, or measure production processes shall be validated prior to final release for production and shall be maintained.

### 8.5.1.3 Production Process Verification

- To meet requirements production verification activities should be in place.



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- Running a new part for the first time needs verification on production processes, the production itself and tooling known as First Article Inspection.

## 8.7 Control of Nonconforming Outputs

- Take necessary actions to contain the effect of the nonconformity.
- Defining corrective actions for nonconforming products and services detected after delivery, as appropriate to their impacts.

## 2.3 Supplier Sub-Tier Control:

The supplier, as the recipient of the purchase order and or contract, is responsible for meeting all specified technical and quality requirements, whether the work is performed by the supplier or by the supplier's sub-tier sources. When the supplier uses a sub-tier source to perform services or work on products, the supplier shall include "Flow-Down" on purchase orders to his or her sub-tier sources, of all the applicable technical and quality requirements from the (JT) purchasing company purchase order, including when applicable the requirement to document and control "key characteristics" and to furnish objective evidence (test reports, certifications, charts, etc....) when required by the specific clause called out on the purchase order.

## 2.4 Unauthorized change and or substitutions.

The supplier may not make any changes and or substitutions to any products or services which are required by the purchase order, drawing, specification, standard, and or other applicable documents without prior written authorization by the (JT) purchasing company. Suppliers and or supplier's sub-tier may be subject to an on-site review of proposed change at his or her facility.

## 2.5 Source Inspection:

The supplier shall notify the (JT) purchasing company purchasing agent to arrange for source inspection following supplier's inspection, and 48 hours prior to the date of availability for inspection by the (JT) purchasing company. The supplier shall furnish, at no cost, necessary facilities and equipment, to the (JT) purchasing company source inspector.

- 4.1 -Parts are subject to Inspection at the supplier's plant prior to shipment.
- 4.2 -Parts are subject to Inspection prior to ASSEMBLY at the supplier's plant.
- 4.3 -Parts are subject to GOVERNMENT Source Inspection at the supplier's plant.

NOTE: If Government inspection is required prior to shipment from your plant, upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government inspection can be accomplished.

## 2.6 Inspection Reports:

Dimensional inspection reports are required for all manufactured items. As a minimum, these reports must contain the nature and number of observations made, the results of the observations, and by whom the inspection was performed. NOTE: ANY SAMPLING PLAN MUST BE APPROVED BY (JT) PURCHASING COMPANY QUALITY DEPARTMENT PRIOR TO USE.

### 2.6.1 First Article Inspection:

Supplier will submit First Article documentation which shall include a dimensional inspection report (actual dimensions), X-Ray films, test data, etc. with first shipment of parts. First Article must be identified (tagged).

### 2.6.2 Final Inspection Report:

Supplier will submit with each shipment a completed Final Inspection Report.

## 2.7 Raw Material, Castings, Forgings:

If there is more than one heat lot of material, individual material lot integrity, with positive traceability to the delivered product, and applicable material test report must be maintained.

2.7.1 Items Supplied by (JT) purchasing companies- Strict accountability of material furnished by (JT) purchasing company for use on this order shall be maintained by supplier. Supplier shall certify that

- (a) All product(s) delivered on this order was manufactured from material furnished by (JT) purchasing company,
- (b) From the material heat or lot numbers identified on the material or (JT) purchasing company's shipper; and
- (c) No material substitution was made. If material was dropped shipped a Material Release Authorization must be obtained from (JT) purchasing company Quality prior to beginning production.



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2.7.2 Supplier furnished (Mill cert required - must include chemical & physical analysis). NOTE; If more than one heat lot is supplied per part number, parts - - - MUST BE DIRECTLY TRACEABLE TO APPLICABLE HEAT LOTS.

2.8 Packing Slip required with each shipment:

As a minimum, packing slip must contain the following: part number, revision, part name, quantity, & serial /lot number if applicable.

2.9 Special Process Certification and Sources:

Suppliers of special processes shall ensure qualifications of personnel performing services related to product quality.

As a minimum, suppliers should have records of training for personnel and available for review upon request.

8.1 One copy of the special process certification is required (H.T., Passivate, Plating, etc.) with each shipment.

8.2 Only (JT) purchasing company approved process sources may be used (contact purchasing manager at the purchasing company for approved process sources listing).

2.10 Certificate of Conformance:

Supplier shall furnish a certification with each shipment that the product or service complies with all purchase order requirements, drawings, & specifications. The certification shall identify as a minimum, part number, including revision, purchase order number, serial / lot number (if applicable), quantity, supplier name & address, signature & title of a responsible member of supplier's organization.

2.11 Packaging, Preservation, & Shipping:

Supplier shall assure that all items are adequately protected from damage, loss, deterioration, degradation or substitution. Each container must be properly marked or labeled to maintain content identity, its origin, & destination.

2.12 Control of Non-Conforming Material or Products:

Suppliers system must make provisions for prompt identification, documentation, & submittal to buyer for disposition of any non-conforming product found during manufacturing or inspection operations, and a system to implement effective corrective action to prevent recurrence. In those instances where it is indicated that non-conforming products may have been shipped, the system shall provide for prompt buyer notification. Nonconforming products must be segregated (pending disposition, i.e., scrap, rework, etc.) to prevent return to production or shipment.

2.13 Pre-Production Preliminary Approval:

Products on this purchase order have been identified as Critical and require additional controls for processing operations, manufacturing, and inspection.

The Supplier shall notify the (JT) purchasing company at least one week prior to production at which

Time the (JT) purchasing company may schedule an on-site review for approval of but not limited to supplier's equipment, methods, processes, and controls to be used during production run. Post approval, any subsequent changes proposed by the supplier

Shall be submitted to the (JT) purchasing company for review and approval prior to implementation in production.

2.14 Mercury Free Certification:

Supplier shall provide a certificate of conformance covering each shipment, worded substantially as follows: "This is to certify that all product(s), P/N \_\_\_\_\_, Revision \_\_\_\_\_, delivered on this Packing List/Shipper No. \_\_\_\_\_, under (JT) purchasing company Purchase Order No. \_\_\_\_\_, Line Item No. \_\_\_\_\_, Serial/Lot number (if applicable) \_\_\_\_\_, have not, during the manufacturing and/or processing operations performed by Supplier or Suppliers sub-tier sources, come in contact with or have been exposed to Mercury bearing instruments or equipment, or Mercury in any other form."

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Signed by: \_\_\_\_\_ Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

2.15 Ozone Depleting Substances ("ODS's):

With respect to goods delivered to purchaser on or after May 15, 1993, Supplier agrees to comply with the U.S. clean air act amendments of 1990 regarding warning statements on products manufactured with ODS's, products containing ODS's, and containers containing ODS's. The need for warning statements, the specific wording of statements, and the placement of statements shall be in accordance with requirements of the U.S. Environmental Protection Agency implementing regulations.

2.16 Statistical Process Control (SPC):



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Statistical techniques shall be used to control manufacturing processes for (JT) purchasing company Procurement.

Notes:

- 15.1 Key Characteristics are located on Industrial Precisions' process sketches, process control plan and/or as specified.
- 15.2 The supplier shall furnish with each shipment, accurate process capability (Cpk) values, minimum of 1.5 required, and have control charts available for audit at (JT) purchasing company's request. Data/Control Charts should be traceable to each lot.

**2.17 Right of Entry:**

Joining Industries, Inc. and its customers reserve the right of entry into your facility at any time during the performance of contract/purchase order to perform inspections/audits related to said contract/purchase order.

- Right of entry includes access to the applicable areas of organization facilities as well as related supplier and business partner facilities.
- Where access is restricted due to export control technical requirements or organization intellectual property concerns, the organization shall facilitate to allow the customer or regulatory agency to fulfil their mandate.
- Where required the organization shall provide language translation services to support such reviews.

**2.18 Foreign Object Damage:**

Handling of material will be such to prevent invasion by foreign objects.

**2.19 Conflict Zone Minerals:**

When any item (raw material, component or assembly) contains: Tin, Tungsten, Tantalum or Gold, the supplier shall certify that these materials were sourced ethically and did not originate from the DRC (Democratic Republic of Congo) or surrounding countries.

**2.20 REACH Compliance:**

"REACH" is an acronym for Registration, Evaluation, Authorization, and Restriction of Chemicals. It is a European Union Regulation that governs chemicals designated Substances of Very High Concern (SVHC). A major element of the REACH regulation is the requirement to communicate information on chemical content up and down the supply chain. Joining Industries requires all suppliers to advise us on the REACH status of all obtained products and materials. The most recent version of REACH regulations can be found at: [REACH Regulation - European Commission \(europa.eu\)](http://REACH.Regulation-European.Commission.europa.eu)

**2.21 RoHS Compliance:**

Restriction of Hazardous Substances Directive commonly referred to as "RoHS" is a directive by the European Union. This directive establishes environmental guidelines and legislation to reduce the presence of materials deemed hazardous to the environment. Joining Industries requires all suppliers to advise us on the RoHS status of all obtained products and materials. The most recent version of the RoHS directive can be found at: [RoHS Directive - European Commission \(europa.eu\)](http://RoHS.Directive-European.Commission.europa.eu).

**2.22 Climate Change:**

The organization shall determine whether climate change is a relevant issue. Add note at end of the subclause: Relevant interested parties can have requirements related to climate change.

\*\*\*\*\*

**3. Material and Service Specific Requirements.**

Buyer requires Suppliers who provide certain goods and services to adhere to specific process control(s) as listed in Schedule A herein. If the requirements contained in Schedule A cannot be met, or if any specification or instructions outlined on the Order cannot be met, Seller shall not process the Order and immediately contact Buyer.

\*\*\*\*\*

**4. Change Notification Policy**

Buyer performs services for customers who manufacture and market regulated products including aerospace and medical devices that fall under the purview of various regulatory agencies including the Federal Aviation Administration (FAA) and the Food and Drug Administration (FDA). These products and devices require various levels of approval and review by the respective regulatory agencies. To maintain compliance with any approvals and reviews performed by any agency, medical patient, or flight safety regulations, Buyer must be notified prior to the implementation of any process or material changes made by our Suppliers or subcontractors. Written



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approval from Buyer is required *before* changes can be implemented. At a minimum, before continuing work on an order, notification and written acceptance is required if:

- a) The change affects or alters compliance to any drawing or print requirement. This applies even if the Supplier creates their own drawing or print based on one provided by Buyer.
- b) There is a change in manufacturing location – even if the new location is owned and/or managed by the original Supplier.
- c) There is any modification of material grade, quality, or characteristics, whether in the raw or finished state.
- d) There is a change in Supplier’s material provider.
- e) There is a change in the process outside previously validated process parameters.
- f) There is a change to any process documentation previously approved by Buyer. Typically, this will be process documentation developed or written specifically for Goods produced for Buyer.
- g) There is a change to surface cleanliness or surface coatings; examples include mold release agents, cutting oils, cleaners, etc.
- h) There is any change to types of machinery or processes. For instance, changing a manual process to an automated process, or changing a soldering operation to a welding operation.
- i) There is a change to released specifications for parts.

*Drawings or prints with Critical-to-Quality (CTQ) or Key Characteristic features identified on them will receive a higher level of scrutiny. Similarly, processes or materials that affect CTQ features or Key Characteristics will also receive increased scrutiny. Any risk arising from changes made by Suppliers or Subcontractors without Buyers written approval is solely the responsibility of the Supplier. The most effective method to limit or eliminate risk is to contact Buyer and receive written approval of the change before implementation.*

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## 5. Taxes

Supplier will be responsible for all taxes and duties (“Taxes”) that are payable by Supplier on any goods or services used by Supplier in providing Goods under this Agreement, or that may be levied in relation to the Goods.

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## 6. Compliance with Laws

Supplier will fully comply with all applicable laws, codes, and government regulations, including but not limited to all relevant export laws and regulations of the United States.

## 7. Standard of Work

Supplier warrants that the Goods shall be of professional quality and performed consistent with the highest accepted industry standards. Supplier shall comply with the applicable specifications and other requirements under this agreement (“Agreement”). Supplier shall, without additional compensation, promptly correct or revise any deficiencies, and/or omissions, in the Goods. Supplier warrants that the Goods, including material and work, furnished hereunder shall be of the highest grade and quality unless otherwise specified by Buyer in writing; shall not be less than merchantable and fit for the particular purpose(s) known by or disclosed to Supplier as applicable thereto; and shall conform to any applicable additional documents provided by Buyer.

\*\*\*\*\*

## 8. LIMITATION OF LIABILITY

In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages, or any lost profits/revenue. The only exceptions to the above mentioned are as follows:

- (i) Claims relating to personal injury, property damage, or death
- (ii) Supplier’s breach of its obligations relating to confidential information, warranties or indemnity.

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## 9. Force Majeure



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Supplier shall be entitled to a time extension as its exclusive remedy for any delay, due to "force majeure," as that term is defined under applicable law. To be entitled to a time extension, Supplier must give written notice of the delay within five days of the date the delaying event first arose, and it must be later established by an appropriate schedule analysis showing the extent of the delay and that there was no concurrent or additional delay by Supplier.

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## 10. Termination

Buyer may terminate this Contract, in whole or in part, at any time for convenience by giving written notice to Supplier. After receiving written notice of termination, Supplier will immediately cease production and delivery of all Goods indicated in the notice of termination. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, Buyer will pay Supplier for all completed Goods as of the date of termination, including all work-in-process, provided the quantity does not exceed the quantity of the applicable Order. The provisions of this clause are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Supplier hereunder.

\*\*\*\*\*

## 11. Miscellaneous

Nothing herein shall be construed to limit the remedies available to Buyer under the Uniform Commercial Code as adopted in Connecticut or other applicable law.

Entered into as of the date written below.

Supplier (Duly Authorized)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

## Schedule A

### "Material and Service Specific Requirements"

"Y\_5604-OPERATIN" is a general ordering number for consumable operating supplies and materials with no established inventory number that have quality requirements and affect customer product. These include but are not limited to weld wire, shim stock, bar, sheet, plate, rod, foil, metallic powder, unique items designed to print, springs, clips, flanges, guards, tubes, caps etc. The Supplier agrees to meet all criteria, requirements, specifications and instructions communicated on the purchase order. See also: 'RAW MATERIAL' and 'FABRICATED OR PRE-FABRICATED COMPONENTS'.

"Y\_5600-CHROMATE (Chromate), Y\_5600-CLEAN (Material Cleaning Services), Y\_5600-ELTROPOL (Material Electro polishing Services), Y\_5600-FINISH (Finishing or Coating Services), Y\_5600-PASSIVAT (Passivation Services)" or any other material finishing process performed as a subcontracted service must be returned to Buyer accompanied by a Certificate of Conformance stating that the material was processed in accordance with any specifications or instructions outlined on the purchase order and/or applicable drawing.

"Y\_5600-ENGSVR (Engineering Services)" or any design services performed as a subcontracted service must be returned to Buyer accompanied by one or more of the following: Certificate of Conformance, Design Drawing(s), a Process or Machine Capability Study.

"Y\_5600-FPI (FPI or MPI Inspection), Y\_5600-INSPECT (General Inspection and Testing), Y\_5600-XRAY (X-Ray Inspection)" must be returned to Buyer accompanied by Certificates of Conformance or Inspection with test results data stating that the material was processed in accordance with any specifications or instructions outlined on the purchase order and/or applicable drawing. When applicable and when requested, personnel qualification records must be provided.

"Y\_5600-HEATTRET (Heat Treatment)" must be returned to Buyer accompanied by a Certificate of Conformance verifying that the material was processed in accordance with any specifications or instructions outlined on the purchase order and/or applicable drawing.

"Y\_5600-LSRCUT (Laser Cut), Y\_5600-LSRETCH (Laser Etch), Y\_5600-MACHINE (Machining), Y\_5600-REPAIR (Repair), Y\_5600-WELD (Welding)" must be returned to Buyer accompanied by a Certificate of Conformance with data stating that the material was processed in accordance with any specifications or





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instructions outlined on the purchase order and/or applicable drawing. When applicable and when requested, personnel qualification records must be provided.

“Y\_5606-CALIBRAT (Calibration of equipment)” a calibration must be performed to an applicable accredited standard (ANSI, NIST, etc.). A Certificate of Calibration must be provided for the item being calibrated (with test results data when requested). The certificate must state the test equipment and its calibration dates. When applicable and when requested, personnel qualification records must be provided, and any specific conditions stated on the purchase order shall be met.

“RAW MATERIAL” including but not limited to: weld wire, shim stock, bar, sheet, plate, rod, foil, metallic powder, etc. which are purchased with a Buyer item number beginning with the prefix “Y\_” are to be delivered to Buyer accompanied by a Certificate of Conformance. If requested on the Order, a raw material composition data sheet shall be provided.

“FABRICATED OR PRE-FABRICATED COMPONENTS” including but not limited to: unique items designed to print, springs, clips, flanges, guards, tubes, caps etc. which are purchased with a Buyer item number beginning with the prefix “Y\_” are to be delivered to Buyer accompanied by a Certificate of Conformance which states that the material was processed in accordance with any specifications or instructions outlined on the purchase order and/or applicable drawing. If requested on the purchase order, a raw material composition data sheet shall be provided.

“Shielding Gas” requirements shall meet or exceed those listed in current revision of ASW D17.1 table 6.1.

## Schedule B

### Insurance Requirements

1. **Commercial General Liability:** All subcontractors and any employee, sub-subcontractor, or supplier (“Subcontractor”) are to provide the following minimum general liability coverage with respect to services provided or operations performed by said Subcontractor:

BODILY INJURY AND PROPERTY DAMAGE:	\$1,000,000 each occurrence \$2,000,000 general aggregate
PRODUCTS & COMPLETED OPERATIONS:	\$1,000,000 general aggregate
PERSONAL & ADVERTISING INJURY:	\$1,000,000 each occurrence \$1,000,000 general aggregate
MEDICAL EXPENSES:	\$10,000

“XCU” exclusions may not apply if providing foundation, excavation or demolition work.

2. **Vehicle:** All Subcontractors shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

BODILY INJURY AND PROPERTY DAMAGE:	\$1,000,000 COMBINED SINGLE LIMIT
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3. **Pollution Liability:** All applicable Subcontractors shall provide coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures or other work / limits as determined to be necessary.

COVERAGE:	\$1,000,000 each claim \$1,000,000 aggregate
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4. **Statutory Workers Compensation, Employer’s Liability:** All Subcontractors shall provide the statutory (federal and state) mandated Workers Compensation coverages. Subcontractors shall also provide Employer’s Liability coverage with the following limits:



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EMPLOYEE'S LIABILITY BY ACCIDENT:	\$500,000 each occurrence
DISEASE PER EMPLOYEE:	\$500,000 each employee
DISEASE POLICY LIMIT:	\$500,000 policy limit

IF WORK IS IN THE STATE OF NY – CERTIFICATE MUST SPECIFY THAT IT IS NY WC COVERAGE

5. **Excess Umbrella Coverage:** All Subcontractors shall provide insurance in excess of Employer's Liability, Commercial General Liability, and Vehicle Liability policies required herein in as follows:

COVERAGE:	\$4,000,000 each occurrence
	\$4,000,000 general aggregate

An umbrella policy may be used to meet underlying limits as long as the limits meet the requirements in totality.

6. **Professional Liability:** All applicable Subcontractors shall provide Professional Liability coverage and limits as deemed necessary on the project(s) due to scope of work:

COVERAGE:	\$1,000,000 each claim
	\$1,000,000 general aggregate

Retro Active dates are to be prior to any commencement of work on the project / contract issuance date.

7. The Subcontractor shall be responsible for and maintain property insurance coverage at its option and expense to insure tools, equipment, owned or rented, the capital value of which is not included in the cost of the work.
8. All policies are to be written on an occurrence basis by insurance companies licensed to do business in the state of operations, rated in Best's Insurance Guide as having a general policy holder rating of A minus (A-) or better and a financial rating of at least "VII".
9. Each insurance certificate must contain the following conditions on the certificate:
- a. \*Named as **Additional Insured** under the General Liability, Auto Liability, and Umbrella Liability.
  - d. **Waiver of Subrogation**, in favor of the entities or their insurers listed above applies to the General Liability, Auto Liability, Workers Compensation and Umbrella Liability.
  - e. Coverage is to be written on a **primary and non-contributory basis** on the General Liability, Auto Liability, and Umbrella Liability (and Pollution Policy if deemed necessary).
  - f. Certificates must evidence 30 days written notice of cancellation or non-renewal in coverage with exception allowed for 10 days written notice in the case of nonpayment of premium.

**End of Document.**