

# Murray Benjamin Electric LLC

## Standard Purchase Order Quality Control Requirements

Suppliers (SELLERS) must flow down to any subcontractors the requirements of the quality requirements herein and on the purchase order that apply to those subcontractors.

### Statement of Quality

The items or services being shipped against this order must be accompanied by an acceptable statement of quality. Failure to do so will delay payment of your invoice. The "Statement of Quality" will certify that all required inspections have been performed. This statement must be signed by an authorized agent of your company or laboratory with appropriate identification of the position held by the signer. Acceptable statements of quality should identify completely the material or item by lot number, production date, or item serial number, state the specification or drawing number, revision and date; the grade, type or value for which the product was inspected; the number of specimens inspected; whether the test was a go, no-go, or variable test; the location and date of inspection; and where OQE (Objective Quality Evidence) will be available for review by Murray Benjamin Electric or Government personnel.

### Quality Program Requirements

The SELLER is required to hold a quality certification of either ISO 9001 or AS 9100/10/20 or other quality standard. In the event the supplier is not certified, the SELLER may be considered as a supplier for Murray Benjamin Electric if it maintains a quality system that complies with ISO 9001, AS 9100/10/20, Mil-I-45208, Mil-Q-9858 or other quality system Murray Benjamin Electric deems acceptable. Uncertified suppliers must submit documentation required by Murray Benjamin Electric for review in order to be considered as an approved supplier on an annual basis.

### Murray Benjamin Electric & Government Source Inspection

All items covered by this order may be subject to source inspection at the point of manufacture by Murray Benjamin Electric, it's customer or the Government. The vendor shall provide sufficient advance notice to the buyer to permit scheduling of source inspection. Evidence of source inspection shall accompany each shipment.

### Inspection/Test Data

A copy of inspection and/or test data shall be supplied with each shipment identifiable to the serial numbers and/or date code of items supplied. When a document is retyped, in portion or completely, to correct or add information, it shall be identified as a CORRECTED COPY and all changes shall be identified. The document shall be resigned and dated. The original shall remain.

### Traceability

Items supplied on this order shall be identified and traceable to their origin: i.e., manufacturer, manufacturing date, date purchased, lot, serial number, inspection, test, data or other pertinent information relating to control of processes.

### Serialization

The vendor shall serialize each part numerically and consecutively, where applicable.

### Certificate of Compliance

Shall have the following:

1. Supplier's name and address.
2. A list by part number, quantity, and lot number or service provided as applicable.
3. Statement "It is hereby certified that on \_\_\_\_\_(insert date), \_\_\_\_\_(Contractor's name) furnished the material specified in by MBE Purchase Order Number \_\_\_\_\_ and is in accordance

with all applicable requirements. It is also certified that the supplies or services are as specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, marking and physical item identification (part number).

4. The certification shall be signed by an authorized company representative with title and date.

5. Separate Certificate of Compliance required.

When a document is retyped, in portion or completely, to correct or add information, it shall be identified as a CORRECTED COPY and all changes shall be identified. The document shall be resigned and dated. The original shall remain.

### Physical and Chemical Analysis

The items or services being shipped or performed against this order require copies of actual chemical and mechanical test results showing actual readings taken and conformance to applicable specifications. These documents must be identifiable to the items they represent and shall be included with each shipment.

### Acceptance Test Procedure

Vendor shall initiate an Acceptance Test Procedure, including data sheet to comply with the requirements of this order and applicable specification, and submit to Murray Benjamin Electric for review and approval.

### Electronic Signatures

Electronic signatures must be controlled. Changes to electronically signed documents may only be performed by authorized personnel and all changes to electronically signed documents or records are identified as CORRECTED DOCUMENT.

### No Mercury or Radioactive Contamination Certificate Required

Finished products are to be certified as free from mercury and other contaminant elements. Certificate of Compliance shall include in their statement the following:

Item(s) furnished under (PO# ) have not been fabricated nor have come in contact with mercury, mercury vapor, mercury compounds or radioactive parts, paints or coating. This requirement also applies to test equipment, inspection equipment, handling, packaging material and/or any other associated material that may come in contact with the furnished item(s), materials or assemblies.

### Counterfeit Parts & Material

Only new and authentic materials are to be used in products delivered to Murray Benjamin Electric. No counterfeit, suspect counterfeit, used, or refurbished parts are to be contained within the delivered product. All parts supplied to Murray Benjamin Electric must be from the original manufacturer or their authorized/franchised distributor. All parts shall be accompanied by certifications or other objective evidence of traceability to the original manufacturer. Failure to comply with this requirement will result in material being rejected and the supplier possibly liable for consequential damages. The Supplier is required to flow down this requirement to all sub-tier suppliers and to ensure their compliance. When requested by Murray Benjamin Electric it is the SELLERS responsibility to provide documented traceability that presents complete and compelling support that the materials procured/provided are legitimate and not misrepresented in any manner. Murray Benjamin Electric functions under the laws of the

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United States (US/USA) with the knowledge that these laws and regulations are subject to change without notice. It is the Sellers responsibility to understand the meanings and implication of fraud, falsification and misrepresentation regarding material(s) and documentation as it applies.

BUYER reserves the right to quarantine/impound any and all Counterfeit Electronic Parts or Suspect Counterfeit Electronic Parts it receives, and to notify the BUYER's Customer, GIDEP, and other relevant Government agencies. BUYER has the right to turn over the impounded Counterfeit Electronic Parts and Suspect Counterfeit Electronic Parts to the appropriate authorities and to withhold payment for the parts pending the results of the investigation. SELLER shall be liable for all costs relating to the tendering or delivery of the Counterfeit Electronic Parts and Suspect Counterfeit Electronic Parts. BUYER shall be under no obligation to pay for any such items determined to be counterfeit or unacceptable. All such costs shall be deemed to be direct costs and direct damages.

### **Conflict Minerals**

The use of Conflict Minerals in the manufacturing of products supplied to Murray Benjamin Electric is strictly prohibited. Although we are not required to submit a formal filing to the US Securities and Exchange Commission because we are not a publicly traded company, many of our customers do not accept Conflict Minerals and require the prohibition flow down from their purchase orders.

### **Age Control**

Materials with a limited shelf life shall be marked with the manufacturing (cure) date and expiration date on the container. A minimum of eighty percent (80%) of shelf life shall remain on material received.

### **Non-Standard Parts Approval**

The supplier must apply to Murray Benjamin Electric for approval for the use of non-standard parts and material.

### **"DX" & "DO" RATED ORDERS**

Purchase Orders marked DX or DO supports a "rated order" Contract certified for national defense, emergency preparedness, and energy program use and the supplier shall follow all the requirements of the Defense Priorities and Allocation System Regulation 15 CFR Part 700. The supplier shall accept or reject DX orders within ten (10) days and DO orders within fifteen (15) days of receipt of the order and transmit the acceptance or rejection in writing (hard copy), or in electronic format.

### **QPL Requirement**

Manufacturers of products supplied must be on the Qualified Product List (QPL) and supply certification. Any supplier that makes any changes to a product on the QPL, such as changes to the material, chemical content, dimensions, testing, process, etc., not specifically authorized by the certifying agency, shall not deliver the affected product as a QPL item without proof of recertification. All orders are to the latest revision unless otherwise specified.

### **Order of Precedence**

In the event of any inconsistency in the ordering data, the Purchase Order takes precedence in conflicts and disputes, including existing specification requirements. Murray Benjamin Electric orders to the current spec unless otherwise indicated on the Purchase Order.

### **Packaging Requirements**

Supplies on this order shall be packed, packaged, and preserved in a manner affording adequate physical protection from damage and

deterioration during normal handling, shipping or storage. Best commercial practices shall be used.

### **Overage on Shipments**

Articles furnished in excess of the qty specified or in excess of any allowable overage will be retained by the buyer at no additional cost, unless seller notifies buyer within 45 days after shipment that it desires the return thereof. Seller will reimburse buyer for the full cost of returning such over shipment.

### **Purchase Quantity Shortage**

The minimum quantity acceptable is the quantity stated on the PO and acknowledged by the vendor. No negative variance is allowed without written consent from Murray Benjamin Electric. In addition, each PO line-item quantity is required to be shipped in total at time of shipment. No partial shipments will be accepted without prior written consent from Murray Benjamin Electric.

### **Continuous Length**

Item required in one continuous length as expressed in the QTY and UM fields. Contact Murray Benjamin Electric regarding deviations.

### **Early shipments**

Do not ship early unless requested.

### **Shipping Insurance Requirements**

Murray Benjamin Electric requires that all material shipped either collect or pre-paid and charged have the full value of the material declared on the bill of lading.

### **Product Liability**

Each vendor is required to provide certification to Murray Benjamin Electric of Product Liability insurance for products purchased.

### **BUY AMERICAN**

Supplies procured on this purchase order must comply with Defense Acquisition Regulations System (DFARS) 252.225-7001 Buy American Act.

### **Malpractice**

Malpractice is an instance of negligence, incompetence, or fraud on the part of a professional and suppliers must avoid the slightest possibility or appearance of Malpractice. Therefore, suppliers must be vigilant that all documents are accurate and free from errors and must have documented procedures and training programs to prevent malpractice.

### **Human Trafficking**

Murray Benjamin Electric supports the humanitarian goal of ending human trafficking. Human Trafficking by suppliers of Murray Benjamin Electric is strictly prohibited and requires its suppliers to flow down strict requirements to its supply chain.

### **NIST 800-171 Cyber Security and Incident Reporting**

The SELLER must comply with the NIST 800-171 Cyber Security and Incident Reporting regulations of Protecting Controlled Unclassified Information (CUI) in Nonfederal Systems and Organizations.

### **Record Retention**

The SELLER is required to maintain quality and traceability records related to sales to Murray Benjamin Electric for a period of 7 years (10 years for electronic parts and assemblies) after the completion of the last item of a Contract or Purchase Order and shall be made available to Murray Benjamin Electric within 36 hours of upon request.

### **Other**

Additional Q.C. requirements not specifically covered by the quality clauses shall be included in the purchase order.