

Metal Finishings Ltd Key Supplier Terms and Conditions

Applicability

This document applies to suppliers of process consumables or other important products and/or services to Metal Finishings Ltd (hereafter: MFL). If you have received this document, this is applicable to you and you are a key supplier.

Quality System

Key suppliers are expected to operate quality management systems to ISO 9001, AS 9100 or similar. MFL has a strong preference for suppliers who are certificated by a UKAS accredited body. MFL has a policy of encouraging all key suppliers to gain accredited certification. MFL will be advised of any important changes to your quality management system, including loss of certification and changes in key personnel. You must notify us of any changes to your suppliers, product or process and if you change any of your addresses.

Records

Records must be kept in accordance with ISO 9001 (or AS 9100 if you are certified to that standard). Records relating to product supplied to MFL must be kept for a minimum of 3 years. After you decide to stop retaining said records, you agree to transmit them, at your cost, to MFL. You should arrange this with the MFL Quality Manager before attempting to commence any transmission.

Non-Conformances

You must notify MFL within 2 days of any non-conformities that you discover that relate to product supplied to MFL. You must provide sufficient information to MFL so that we can identify and segregate any non-conforming product. You will be liable for any costs incurred as a result of you supplying any non-conforming product to MFL. In every instance of non-conforming product being supplied, you will supply MFL with details about what action you have taken to contain and correct the problem and to prevent future occurrences.

No non-conforming product may be shipped to MFL without the written permission of the MFL Quality Manager and must always be clearly labelled.

Access

MFL, its customers and regulatory authorities will be permitted access to your premises for the purposes of quality assurance, quality management, auditing and record viewing. You are permitted to require an appointment, but will not use this to unduly restrict the aforementioned activities.

Conformance Documentation

You will provide us with Certificates of Conformity (or, as appropriate, Certificates of Analysis, Certificates of Calibration etc.). Unless otherwise quoted, these will be provided at no additional charge. Failure to provide these documents if requested on our order will result in non-payment until documents are forthcoming. Documents will be provided in hard copy or electronically.

Electronic File Formats

When communicating with MFL using electronic means, only file formats that have been standardised by the International Organisation for Standardisation (ISO) will be used to transmit documents to us. The following file formats are preferred: ISO 32000-1 Portable Document Format (PDF) and ISO/IEC 26300 OpenDocument Format (ODF).

Please note: Microsoft Office documents produced by software versions below Microsoft Office 2007 do not, by default, generate documents in an Internationally Standardised format.

At our discretion, we may accept other file formats.

Quality Assurance

You are responsible for ensuring that all supplied products conform to our requirements as described to you on our orders or by any other formal means. MFL may perform acceptance activities at our

premises or yours but this does not release you from any quality assurance requirements.

Health and Safety and Environment

You will advise us, in writing, of any Health and Safety or Environmental issues relating to products supplied to us, this will usually be in the form of a Material Safety Data Sheet (MSDS).

Flow Down

You must flow all of these requirements and any order requirements down to any of your suppliers that form part of our supply chain. You will be responsible for any compliance issues with any of your suppliers.

Variations and Modifications

This agreement may only be varied by the written consent of the MFL Quality Manager or MFL Managing Director. We may modify this agreement from time to time. If you fail to agree to any modifications, we may cancel your approval as a supplier. This does not release you from any duties set out in any previous versions of this agreement.

Language

All communications with MFL will be in English.

Non-Disclosure

You will not share any data or information supplied to you by MFL with other parties apart from the minimum necessary to process our orders and fulfil quality, statutory and regulatory requirements.

Changes

If you change your processes, products or services in a way that may impact on our use of them or impacts their potential compliance with statutory, regulatory or contractual requirements, then you must notify us in advance of making the change.

Counterfeit parts

Suppliers must develop, implement, and maintain effective methods and processes appropriate to their products to minimise the risk of introducing counterfeit parts and materials into deliverable products. Suppliers shall notify us of any shipped counterfeit product(s), if they are discovered after shipment. When suppliers detect counterfeit parts, they must prevent them from being delivered to us and they must not allow them to be placed back on the market (i.e. not sell them or give them to anyone else).

For the purpose of these terms and conditions, counterfeit parts are as defined in AS 9100D (as published by SAE International).

Ethical Behaviour

Suppliers must comply with all applicable statutory, regulatory and contractual requirements.

Suppliers must treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture. Suppliers must promote a culture of honesty and compliance throughout their operations. Suppliers must ensure that all staff and suppliers are aware of the importance of ethical behaviour.

Within this, customers are expected to take a proactive approach to managing their supply chain to prevent modern slavery, the use of conflict minerals and the provision/use of counterfeit parts.

Conflict Minerals

Suppliers must comply with applicable laws and regulations regarding conflict minerals which include tin, tungsten, tantalum and gold. Additionally, suppliers should establish a policy to reasonably assure that the tin, tungsten, tantalum and gold which

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may be contained in the products they manufacture do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses. Suppliers should exercise, as may be directed by law, due diligence on the source and chain of custody of these minerals and therefore at a minimum require the same from their next tier suppliers.

Product Safety and Conformity

In order for us to maintain product safety, it is essential that suppliers comply with all statutory, regulatory and contractual (e.g. purchase order, drawing) requirements. When these requirements have not been met or may not have been met, you must contact us as soon as possible. For further details please see the section on Non-Conformances. You must ensure that your staff and suppliers are aware of their contribution to product safety/conformity and the potential consequences of non-compliance with requirements.

Last updated 2017-11-02 by Clare Smith, MFL.