



Dayton T. Brown, Inc. Instructions To Suppliers

The terms and conditions of this order and when applicable, the additional terms and conditions/flow down clauses for Government contracts attached hereto form a part of this order, acceptance of the order represented by this purchase order is expressly limited to the terms and conditions contained in this purchase order. This purchase order is issued in accordance with the current version of the Dayton T. Brown, Inc.

Terms and Conditions of Purchase, available at <https://www.dtb.com/dtb-terms-of-purchase.php>

FAILURE TO NOTIFY DAYTON T. BROWN, INC. OF ANY EXCEPTIONS IMMEDIATELY UPON RECEIPT OF THIS PURCHASE ORDER CONSTITUTES ACCEPTANCE OF THIS ORDER AS WRITTEN.

Show the Dayton T. Brown purchase order number and item number on all packages, packing slips, invoices,

SD QC Clauses that are not applicable to this PO shall be self-deleting.

27 The Supplier may not make changes to processes, products or services; or the technical documentation, specifications, or drawings referenced by the Dayton T. Brown, Inc. Purchase Order without prior written approval of Dayton T. Brown, Inc. This includes changes of external providers or location of manufacture. When changes are made the shipment of materials and/or parts prior to Dayton T. Brown, Inc. approval is not permitted. In furtherance the supplier is requested to formally notify Dayton T. Brown, Inc. of any and all future configuration and/or manufacturing process related changes which are approved prior to new subsequent Dayton T. Brown, Inc. procurements of the contractual material and/or parts identified herein. It is also critical that Dayton T. Brown, Inc. be notified immediately of any future plans to discontinue the manufacture of the contractual material and/or parts identified herein.

28 Dayton T. Brown, Inc. (DTB) must be notified of nonconforming processes, products, or services, and must obtain DTB approval for their disposition. The shipment of nonconforming materials and or parts is not permitted until written approval from the buyer at DTB is received.

40 Contractual directions can originate only from the authorized Dayton T. Brown, Inc. Procurement Representative. Technical information may originate from the Dayton T. Brown, Inc. Cognizant Engineer. However, if said technical information necessitates changes to the Purchase Order/Subcontract or its related documents, it shall not be acted upon by the Supplier/Subcontractor until formal contractual direction is received from the Dayton T. Brown, Inc. authorized Procurement Representative. The Contractual integrity of the Purchase Order/Subcontract end item deliverable[s], along with the cost and schedule of same must be maintained at all times.

41 Products and services will be approved or accepted based on the requirements, in accordance with the level of detail provided, of this PO. The product or service is expected to meet the requirements of any related or referenced documents, such as a drawings or specifications associated with the part number of a product, and in accordance with any methods, processes or equipment identified on this PO. This includes any special instructions for acceptance, when provided. When it applies, statistical techniques might be used for product acceptance. Products and services shall not be released until they



meet all of the requirements, unless Dayton T. Brown, Inc. has authorized any deviations. Any evidence of test, inspection and verification (including production process verification) shall be available upon request.

42 Personnel shall be competent and have the necessary qualifications identified in this PO or any referenced documents or documents associated with the part number. Interaction with Dayton T. Brown, Inc. personnel, or their customer, may consist of being allowed access to anything related to the product or service and provided with information when requested.

43 Any verification or validation activities Dayton T. Brown, Inc., or their customer, intends to perform on the supplier's premises will be arranged as required.

44 Design and development controls are required for custom products or services. Any changes to the service or end product must be approved by Dayton T. Brown, Inc. personnel prior to delivery. Controls for commercial-off-the-shelf (COTS) parts are limited to revision levels, when it applies.

45 When they exist, Dayton T. Brown, Inc. expects all special requirements, critical items, and/or key characteristics to be verified by the supplier.

46 Customer designated or approved external providers will be identified if they are required for the products or services requested on this PO.

47 As applicable, when requested, test specimens should be provided for design approval, inspection/verification, investigation, or auditing.

50 For service or custom products, subcontractors shall maintain verifiable objective evidence of all inspections and tests performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization, and made available to Customer and/or Government Representatives upon request and shall remain legible and be retained in a safe, accessible location for a period of seven (7) years after date of delivery as defined in the contract. Subcontractors' records associated with the manufacture of serialized or lot-controlled articles will provide for continued traceability of serial numbers or lot number identification through all phases of manufacture, commencing with the raw material and continuing through final acceptance of the end item. Records held for the required retention period seven [7] years shall not be destroyed without Customers written concurrence. Records related to requirements shall be disposed of by means of shredding, incineration, or some other method to preclude it from being accessed by anyone.

51 The Supplier shall assure the devices, components, and materials delivered under this purchase order are free of Foreign Object Debris [FOD] The supplier shall employ general prevention practices to keep FOD, large or small, from the delivered product and/or packaging. FOD contamination will be cause for rejection of delivered material.

52 Unless otherwise specified, all Dayton T. Brown, Inc. approved calibration suppliers shall maintain a calibration system that meets the requirements of ANSI Z540, or similar.



EOQ The subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that they will abide by the requirements of the Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), related to the notice of employee rights under federal labor laws.

MQ01 When an accredited service is required, the supplier must be accredited to ISO/IEC 17025 for the service. When the product is not COTS, a quality management system, such as AS9100, ISO 9001, ISO/IEC 17025, or equivalent, should be in place to ensure the product/service and documentation are in accordance with requirements. The quality system must be capable of verifying product/service conformity at all stages of the process. When a specific quality management system is required, it will be included on this PO. The quality system will be subject to review and approval by Dayton T. Brown, Inc.

SCC1 Dayton T. Brown, its Customer and/or their authorized inspection Agency, and/or applicable regulatory Agencies, shall have the right to send representatives to the Suppliers Facility and/or those facilities the Supplier subcontracts to, at any level of the supply chain, for surveillance and periodic surveys, review of applicable records and to participate in inspection and test to determine compliance with the requirements of the contract. Without additional charges the Supplier and/or their subcontractor shall make their facilities available for these activities and provide all reasonable support for their safety and convenience of these representatives during their stay at the Supplier's and/or their subcontractor's Plants and Facilities.

SCC2 Certification of Compliance/Special Process the Supplier shall certify in a certificate of compliance, however named, that all parts, materials, processes and finished items supplied under this Purchase Order/Contract comply with all specifications, drawings, and Purchase Order/Contract requirements with each shipment. When applicable, evidence of inspections and/or tests showing conformance to the specifications, drawings and Purchase Order/Contract requirements should be included. The certificate shall also include the part number - including revision, batch and/or serial numbers reflected by the certificate if applicable or description of the item. For commercial off the shelf items (COTS) it is permissible to receive an electronic shipping confirmation/packing ticket identifying the item and having the receiving personnel "self-certify" the items' acceptance. For commercially available items, such as computers, with a standard list of options offered for the purchaser to make up the configuration, a packing slip from the supplier listing the options that are included is acceptable as evidence of what is included in the purchased item.

SCC3 Flow-Down Requirements - The Supplier shall flow-down to sub-tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference. This includes the requirements incorporated by reference to Dayton T. Brown, Inc. customer requirements (i.e., documents, specs, drawings, etc...). Items that do not conform to the requirements of this contract shall



not be shipped to Dayton T. Brown, Inc. without prior written approval by the Buyer. Failure to comply may result in return of the shipment at the Supplier's expense.

SCC4 Defense Federal Acquisition Regulations (DFARS) 252.204-7012 mandates ALL Contractors and their respective subcontractors that provide goods and services in connection with the U.S. Department of Defense (DOD) programs comply with protecting ALL Covered Defense Information [CDI] that are "collected, developed, received, transmitted, used and/or stored by or on behalf of the Contractor in support of the performance " of a DOD contract. The DFARS clause also specifically mandates compliance with NIST SP 800.171 which imposes various prompt reporting obligations in the event of a cyber incident. Contractors and subcontractors shall acquire and maintain a DOD approved Medium Assurance Certificate to report cyber incidents. Compliance verification must be formally on file and in effect on an annual basis.

SCC5 The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchasers products by the Supplier. The Supplier may only purchase or source items directly from original component manufacturers, authorized distributors or after-market manufacturers. The Supplier shall maintain a method of traceability that ensures tracking of the supply chain back to the manufacturer OEM and authorized supplier certificates of conformity. purchase orders and test inspection data and or certificates. The Supplier shall flow down these requirements contained herein to the Suppliers supply chain for any items that are intended for supply to the Purchaser under this purchase order. The Supplier shall immediately notify the Purchaser of any Counterfeit Supplies or suspected Counterfeit Supplies which it becomes aware of relating to this purchase order. Suppliers eligible for utilization of the Government Industry Exchange Program GIDEP shall utilize the GIDEP process to alert the industry to Counterfeit Supplies of Suspected Counterfeit Supplies.

SCC6 Dayton T. Brown, Inc. reserves the right to require and request evidence from Suppliers of ensuring that their organizational personnel are aware of:- their contribution to product or service conformity- their contribution to product safety; and the importance of ethical behavior.

SPI Performance of the supplier will be controlled and monitored using any specific verification or proof of conformance activities called out on this order and by calculating an overall Supplier Performance Index (SPI) which is based on factors including cost, late delivery, non-conformances, missing certifications, and corrective action requests. The supplier can request their SPI at any time.