


Title:	Purchase Order Terms, Conditions and Quality Clauses		
	Form #	0143	
	Revision:	B	
	Date:	12/28/21	
	Approved By:	Matt Trombly	

Definitions

External Provider, Supplier and Seller – used interchangeably to mean “Seller”

Purchaser, Buyer, Customer – used interchangeably to mean “Renegade Materials Corp”

Goods – the products, materials or services to be supplied on this order

1 - Supplier’s Contribution to Product and Service Conformity:

The intended use of the Goods purchased from your company is for the manufacturing of advanced composite prepreg and adhesive materials sold to military and commercial aviation OEMs and part fabricators for applications in aircraft and engine structures. Supplier shall ensure their employees are aware of their critical contribution to product and service conformity to the requirements of the specification(s) on this order.

2 - Supplier’s Contribution to Product Safety:

Supplier shall ensure their employees are aware their products and services are critical to the performance of Renegade Materials’ products, and that our expectations include integrity and accuracy in business practices, testing, reporting and certification.

3 - Supplier’s Business and Product Continuity and Obsolescence:


Once approved for use by Renegade Materials, all Suppliers must utilize effective procedures to control its own supply chain to prevent the discontinuation, change or obsolescence of the Goods being purchased. By acceptance of this Purchase Order, Supplier certifies appropriate systems are in place to ensure your company and your suppliers have the facilities, raw materials availability and resources to ensure uninterrupted supply of Goods to Renegade Materials, for minimum of 12-months. Supplier agrees to provide written notification of any risks or changes to the supply, no less than six (6) months prior to impacting availability and allow Renegade Materials to build inventory, and further, to support Renegade Materials’ effort to qualify any changes to your process/raw materials. Renegade Materials shall request annual Supplier verification and certification of compliance with this clause.

4 - Prevention of Counterfeit/Fraudulent Materials and/or Documentation:

Supplier must utilize effective procedures and training of the appropriate persons to prevent counterfeit or fraudulent materials and/or documentation from being delivered to Renegade Materials.

5 - Right of Access

With reasonable cause, in support of a quality investigation, Supplier must grant the Buyer, its customer and/or government or regulatory authority reserves the right of access to Supplier’s premises to review the applicable areas and related documents to verify any sub-tier products or processes conform to the requirements of this purchase order. This does not include Supplier’s pricing or costs.

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6 - No Changes to Qualified Sources, Materials, Methods and Facilities

Seller certifies that the raw materials and sources thereof, the manufacturing process and the manufacturing location for the Goods purchased to the referenced material specification have not changed from those originally qualified for use by Renegade Materials. Supplier must notify Renegade Materials of any changes in product, including raw materials, sub-tier suppliers, facilities or processes, and obtain written authorization from Renegade Materials prior to manufacturing Goods.

7 - Quality Management System (QMS)

The Seller must maintain a documented quality system to address at a minimum: Contract Review, Control of Counterfeit/Fraudulent Material, Receiving and Final Inspection, Calibration of measuring and monitoring equipment (except distributors), Control of nonconforming product, and Corrective Action. Seller’s Quality Management System must ensure all personnel training include awareness of their contribution to product or service conformity, product safety, and the importance of ethical behavior. The current status of the external provider’s third-party certification to ISO9001 and/or AS9100 is verified annually by Renegade Materials, to ensure continued reliability and performance as an external provider.

8 - Ensuring the External Provider’s Awareness of their Contribution to Product or Service Conformity, Product Safety, and the Importance of Ethical Behavior:

As a supplier of Goods to prime and sub-contractors of aviation products, it is imperative all external providers to Renegade Materials exercise ethical behavior in every facet of providing materials (accuracy of test reports, on-time delivery, proper packaging for material protection etc.)

9 - Part Identification


Package labels shall identify contents with Part Number, Product Description, Lot Number, and Hazardous Warnings, as applicable.

10 - Date-Sensitive Materials

Unless otherwise approved by the Purchaser, materials shall be delivered to Buyer with no less than 75% of the shelf-life remaining before expiration.

11 - Certification of Conformance

Seller shall provide a certification of conformance to purchase order requirements and the applicable material specification and revision for each lot/batch delivered. Certifications must be signed by an authorized seller’s quality representative and shall include date of manufacture, shelf-life expiration and storage temperature/conditions.

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12 - Certificate of Analysis

Seller shall provide certification and test report of chemical, physical, and/or analytical test results, as applicable, in accordance with the applicable material specification for each lot/batch delivered. Certification of Analysis and/or Test Reports by the Original Manufacturer is required with each shipment, unless otherwise indicated on the Purchase Order. For woven fabrics, both weaving and OEM fiber/yarn certifications are required with each shipment.

13 - Corrective Action

Supplier agrees to notify Renegade Materials of any non-conforming product and must obtain written consent to ship from the Buyer prior to shipping nonconforming material. If non-conforming/discrepant material is received by the Buyer, the Seller will immediately conduct an investigation and containment action. The Seller will provide to the Buyer within stated timeframes, a written report which is specific and conclusive to prevent a recurrence of the discrepancy, and to include the following information:

Containment: Action taken to understand the magnitude of the issue (within 3-days)

Interim Action: Action taken to correct the non-conformity (within 3-days)

Root Cause: Determination of the cause(s) of the nonconformity (within 30-days)

Corrective Action: Solutions, process improvements, and error-proofing to eliminate the recurrence (within 30-days)

14 - Request for Deviation/Waiver

Seller shall not ship non-conforming items without Buyer’s express written authorization. Seller shall request in writing, Buyer’s disposition(s) for nonconforming item(s) prior to shipment. Items determined to be unacceptable by Buyer shall be permanently identified by Seller, to preclude use or shipment to Buyer.

15 - Record Retention


Seller’s Quality/Inspection Records shall be retained for a period not less than 10 years after completion of purchase order. Renegade Materials must be contacted in writing, prior to disposal to confirm authorization for and method of disposal.

16 - Distributor Material Certification Traceability

Distributors must provide certifications and test reports with traceability from the original manufacturer to the distributor and from the distributor to the Buyer.

17 - Source Inspection

If Source Inspection is required as specified on the Purchase Order, the Seller shall notify Buyer no less than ten (10) days prior to manufacturing product, to allow sufficient time for travel to Seller’s manufacturing site.

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18 - External Calibration Provider

Seller shall furnish certificate of calibration traceable to NIST standards. If required, test data based on the condition of equipment “as found/received” and “after calibration” shall be provided.

19 - Distributors:

The current status of the external provider’s third-party certification to ISO9001 and/or AS9120 is verified annually by Renegade Materials, to ensure continued reliability and performance as an external provider.

Packaging: Whenever practical the material should remain unopened; in the OEM packaging.

Transportation and Storage: The recommended climate controls for the material should be maintained at all times during shipment. Unless otherwise directed by the Purchaser, if material is shipped frozen or refrigerated, a digital temperature monitoring device shall be placed within the packaging to track temperature of the material during transit from point of shipment through delivery.

20 - Work Transfer / Subcontracting

The Supplier shall not subcontract or transfer any work to be conducted in the completion of this purchase order, without prior written authorization from Renegade Materials.

21 - Sub-Tier Flow-Down Requirements


Supplier agrees to “Flow-Down” to their sub-tier suppliers the applicable requirements of this purchase order, and acknowledges the terms of this order may be requirements of Renegade Materials’ customer/end-user of the product, and Seller shall, upon request, provide evidence of systems in place to control their supply chain by "flow-down" of the requirements of this order, as required, to their own suppliers / subcontractors.

22 - Supplier Rating

Supplier On-Time Delivery and Quality Rating System will be utilized by Purchaser. Our expectation is 100% OTD and 100% compliance with order requirements including documentation/packaging.

23 – FAR and DFAR Clauses

The information in parentheses below is provided for informational purposes and to assist in determining applicability. The full text of a clause may be accessed electronically at <http://www.acq.osd.mil/dpap/>.

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52.202-1 DEFINITIONS

52.203-3 GRATUITIES (Applies when the Order exceeds the Simplified Acquisition Threshold (“SAT”))

52.203-5 COVENANT AGAINST CONTINGENT FEES (Applies when the Order exceeds the SAT)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (Applies when the Order exceeds the SAT)

52.203-7 ANTI-KICKBACK PROCEDURES (Applies when the Order exceeds the SAT)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (Applies when the Order exceeds the SAT)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Applies when the Order exceeds \$150,000)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Order exceeds \$6,000,000 and the period of performance exceeds 120 days)

52.203-14 DISPLAY OF HOTLINE POSTER(S) (Applies when the Order exceeds \$6,000,000)

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (Applies when Seller’s employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a federally-controlled information system)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Note: Seller agrees to timely provide information requested by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available)

52.204-21 BASIC SAFEGUARDING OF CONTRACTOR INFORMATION SYSTEMS

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Seller shall also send to Purchaser all required notifications to the U.S. Government)


52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (Applies when the Order exceeds \$35,000)

52.211-5 MATERIAL REQUIREMENTS (Applies to supplies that are not commercial products)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applies when the Order is rated)

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (Applies when Purchaser has notified Seller in writing that the Goods or Services are a commercial item as defined in 2.101; Note: only paragraph (I) applies)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Order exceeds the SAT)

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52.219-9 SMALL BUSINESS CONTRACTING PLAN (Applies when the Order exceeds \$750,000 – Upon Request ONLY)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (Applies when the Order exceeds \$150,000 and may require or involve the employment of laborers or mechanics)

52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES

52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (Applies when the Order exceeds \$15,000)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (Applies when 52.222-26 is applicable)

52.222-26 EQUAL OPPORTUNITY (Applies when the Order exceeds \$10,000 unless an exemption applies)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Applies when the Order exceeds \$150,000)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (Applies when the Order exceeds \$15,000)

52.222-37 EMPLOYMENT REPORTS ON VETERANS (Applies when the Order exceeds \$150,000)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (Applies when the Order exceeds \$10,000)

52.222-50 COMBATTING TRAFFICKING IN PERSONS (Paragraph (h) Compliance Plan, applies to any portion of the contract that: (i) is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) has an estimated value that exceeds \$500,000. The Seller shall also report the information required in paragraph (d)(1-2) to Purchaser.)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (Applies when the Order is for Services)

52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (Applies when 52.222-41 is applicable; Seller shall indemnify Purchaser in the event Purchaser is held liable under paragraph (j))

52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Applies if it is possible that at least \$500,000 of the value of the contract may be performed outside the United States and the acquisition is not entirely for commercially available off-the-shelf items)

52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (Applies when Seller is delivering hazardous materials)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING

52.225-1 BUY-AMERICAN ACT-SUPPLIES

52.225-2 BUY AMERICAN ACT CERTIFICATE (Applies when 52.225-1 applies)


52.225-5 TRADE AGREEMENTS

52.225-8 DUTY-FREE ENTRY (Applies when Goods will be imported into the Customs Territory of the United States)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.227-1 AUTHORIZATION AND CONSENT (Applies when the Order exceeds the SAT)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Applies when the Order exceeds the SAT)

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52.242-15 STOP-WORK ORDER 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (Applies when the Order involves international air transportation of personnel or property)

52.247-641 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel unless exempted under paragraph (e)(4))

52.249-2 TERMINATION FOR CONVENIENCE (In paragraph (c) change "120 days" to "60 days," and in paragraph (e) change "90 days" to "45 days")

52.249-8 TERMINATION FOR DEFAULT (Applies in lieu of the Termination for Default clause in the body of this Agreement) (In paragraph (a)(2) change "10 days" to "7 days")

IF AN ORDER IS PLACED UNDER A DEPARTMENT OF DEFENSE (DOD) CONTRACT, THE FOLLOWING DOD FAR SUPPLEMENT CLAUSES APPLY IN ADDITION TO (OR IN LIEU OF WHERE NOTED) THE FAR CLAUSES ABOVE:

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (Applies when the Order exceeds the SAT for Commercial Items)

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (As referenced in FAR 52.203-13)

252.203-7004 DISPLAY OF HOTLINE POSTERS (Applies when the Order exceeds \$6,000,000 in lieu of FAR 52.203-14)

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (Applies when the Seller has Covered Defense Information resident on or transiting through Seller's unclassified information systems. Seller shall also send to Purchaser all required notifications to the U.S. Government)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (Applies when the Order is for supplies, maintenance or repair services)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

252.225-7013 DUTY-FREE ENTRY (Applies in lieu of 52.225-8)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (Applies when the Order is for commercial items and exceeds \$500,000)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS

252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA