



By accepting or fulfilling any portion of the purchasing agreement or contract provided by Dexter Design and Development Co., seller shall agree to the identified Terms & Conditions.

TC01	Dexter Design and Development Co. requires that all sellers shall maintain the proper identification and revision status on all specifications, drawings, work instructions, inspection requirements and any other associated technical documentation/information.
TC02	Dexter Design and Development Co. or its designee reserves the rights for the final approval of products and services offered in addition to the processes, equipment used and release of products and services. Our organization reserves the right to designate requirements for verification or validation activities that we, or <i>our customer</i> , intend to perform at the seller's premises.
TC03	Dexter Design and Development Co. requires that all orders filled by external providers shall be carried out by competent qualified personnel. Verification of competency to be determined by Dexter Design and Development Co. as applicable to the products and services obtained.
TC04	Dexter Design and Development Co. reserves the right to identify the requirements for external providers interaction with the organization, which includes: <ul style="list-style-type: none"> <li>• The use of documentation;</li> <li>• Telephone/Fax/Email;</li> <li>• Documented records of any verbal confirmation or agreements.</li> </ul>
TC05	External Provider shall meet the minimal performance requirements as defined by Dexter Design and Development Co. <i>Failure to do so may result in Supplier Corrective Action Request.</i> <ul style="list-style-type: none"> <li>• On Time Delivery: <math>\geq 75\%</math>, Quality of 99%</li> </ul> <i>Additionally, Dexter Design and Development Co. will assess potential external provider Risk to the organization or its customer and may require mitigation actions.</i>
TC06	Where design and development activity occurs on behalf of Dexter Design and Development Co., or its customer, provider shall implement a process for determining requirements (inputs/outputs), verification, validation and control of changes. All approval of design and development activity shall be carried out by Dexter Design and Development Co. or its customer.
TC07	All products or services provided to Dexter Design and Development Co. shall be suitably marked and packaged using industry best practices or requirements defined by Dexter Design and Development Co. where applicable. All products shall be shipped and delivered in accordance with buyer's requirements. Dexter Design and Development Co. has the right to approve or specify any special requirements, critical items or key characteristics where applicable.
TC08	Dexter Design and Development Co. reserves the right to approve any test, inspection or verification methods used including, <i>statistical methods &amp; instructions used, and production process verification.</i>



TC09	<p>As applicable Dexter Design and Development Co. reserves the right to require the External Providers to:</p> <ul style="list-style-type: none"> <li>• Implement a quality management system where Dexter Design and Development Co. may require review, and/or approval of the management system and its processes;</li> <li>• Use Dexter Design and Development Co.'s or its customers designated / approved suppliers;</li> <li>• Notify Dexter Design and Development Co. of nonconforming products or services and obtain approval for appropriate disposition;</li> <li>• Prevent the use of counterfeit parts – <i>where applicable the external provider shall notify Dexter Design and Development Co. where suspect counterfeit or nonconforming product has been delivered by the seller;</i></li> <li>• Notify and obtain approval by Dexter Design and Development Co. of any changes to processes, products or services including re-location of sellers manufacturing location;</li> <li>• Where sub-tier external providers are used to complete Dexter Design and Development Co. purchase requirements, seller shall communicate and flow down all requirements specified by Dexter Design and Development Co. or its customer;</li> <li>• Where applicable provide test specimens for design approval, inspection/verification, investigation or auditing;</li> <li>• Retain records pertaining to the manufacture, inspection and testing of Dexter Design and Development Co. or its customers' purchased products or services for a minimum of 10 years unless otherwise specified by Dexter Design and Development Co. or its customer.</li> </ul>
TC10	<p>Dexter Design and Development Co. reserves the right to access external providers facilities, products and/ related quality records at any time including its customer or any regulatory authorities. Right of access should be limited to only the products and services obtained by Dexter Design and Development Co. or its customer.</p>
TC11	<p>Dexter Design and Development Co. requires that all personnel providing products or services are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior.</p>
TC12	<p>Seller shall comply with the Aerospace Industries Association of America (AIA) and Aerospace and Defense Industries Association of Europe (ASD) "Global Principles of Ethics in the Aerospace &amp; Defense Industry," available for review on their <a href="#">Business Ethics page</a> on their website.</p>



# Dexter Design and Development Co.

## External Provider Terms & Conditions

TC13	<p>By acceptance or fulfillment of this Purchase order, seller represents that it:</p> <ul style="list-style-type: none"><li>a) Will not engage in any trafficking in person or related activities, included but not limited to the use of forced labor in the performance of this contract.</li><li>b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and</li><li>c) Has notified its employees and subcontractors of:<ul style="list-style-type: none"><li>1. The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier: and</li><li>2. For Department of Defense contracts only, employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.</li></ul></li></ul>
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