

Dexter Design and Development Co.

8.4.3 SUPPLIER TERMS AND CONDITIONS	Rev. C
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By accepting or fulfilling any portion of the purchasing order, purchasing agreement, or contract provided by Dexter Design and Development Co. (Dexter Design), Supplier agrees to the following Terms and Conditions.

TC01	Supplier 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 or 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. Dexter Design reserves the right to designate requirements for verification or validation activities that we, <i>or our customer</i> , intend to perform at the seller’s premises.
TC03	Supplier shall ensure that order is carried out by competent qualified personnel. Verification of competency to be determined by Dexter Design as applicable to the products and services obtained.
TC04	Dexter Design reserves the right to identify the requirements for Supplier’s interaction, which includes (a) the use of documentation, (b) telephone, fax or email, and (c) documented records of any verbal confirmation or agreements.
TC05	Supplier shall meet the minimal performance requirements as defined by Dexter Design. <i>Failure to do so may result in Supplier Corrective Action Request.</i> <div style="text-align: center;"> On Time Delivery: 75% or better Quality: 99% </div> <i>Additionally, Dexter Design will assess potential Supplier 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 or its customer, Supplier 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 or its customer.
TC07	Supplier shall suitably mark and package all products using industry best practices or requirements defined by Dexter Design, where applicable. All products shall be shipped and delivered in accordance with Dexter Design’s requirements. Dexter Design has the right to approve or specify any special requirements, critical items, or key characteristics, where applicable.
TC08	Dexter Design reserves the right to approve any test, inspection or verification methods used including, <i>statistical methods & instructions used, and production process verification.</i>
TC09	As applicable Dexter Design reserves the right to require Suppliers to <ol style="list-style-type: none"> a. Implement a quality management system where Dexter Design may require review, and/or approval of the management system and its processes; b. Use Dexter Design’s or its customers designated / approved Suppliers; c. Notify Dexter Design of nonconforming products or services and obtain approval for appropriate disposition; d. (Counterfeit Prevention) You shall ensure the existence of methods and processes to minimize the risk of introduction of counterfeit parts into final products; detect counterfeit parts and materials;

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	<p>provide notification to recipients of counterfeit products; and remove any counterfeit parts from the final products.</p> <p>e. Notify and obtain approval from Dexter Design of any changes to processes, products or services including relocation of sellers manufacturing location;</p> <p>f. Where subtier external providers are used to fulfill PO requirements, communicate and flow down all requirements specified by Dexter Design or its customer;</p> <p>g. Where applicable, provide test specimens for design approval, inspection/verification, investigation or auditing;</p> <p>h. Retain records pertaining to the manufacture, inspection and testing of Dexter Design or its customers' purchased products or services for a minimum of 10 years unless otherwise specified by Dexter Design or its customer.</p>
TC10	Supplier shall provide Dexter Design, its customer, or any regulatory authorities, the right of access to Supplier's facilities, products, and related quality records at any time. Right of access should be limited to only the products and services obtained by Dexter Design or its customer.
TC11	Dexter Design requires that Supplier and their personnel are aware of their contribution to product or service conformity, product safety, and the importance of ethical behavior.
TC12	Removed.
TC13	<p>By acceptance or fulfillment of this purchase order, Supplier represents the following:</p> <ol style="list-style-type: none"> 1. Supplier will not engage in any trafficking in person or related activities, including but not limited to the use of forced labor in the performance of this contract. 2. Supplier 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 3. Supplier has notified its employees and subcontractors of: <ol style="list-style-type: none"> a. The responsibility to report trafficking in persons violations by the contractor, contractor employees, or subcontractor employees, at any tier, and b. (For DoD 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.

Rev	Date	Changes	Updated by	Approved By
C	10/3/2024	Update TC09 – d. Counterfeit Prevention description change Removed TC12	JS	
B	1/10/2024	Update format, assign document number, change all references to Supplier (from seller, external Supplier, etc.)	AR	
A	1/17/2019	Original	KM	TW, LC