



DMI Terms and Conditions for Purchasing (#TC-55 REV1)
Compliance: AS9100C/API Q1
(API Q1 requirements are listed in brackets)

Scope: This document will be located and maintained in document control and on the DMI website.
Reference to these terms on the website will be listed on the PO.

1. Don Mashburn Inc (DMI) reserves the right of final approval of product, procedures, processes and equipment. **(Q1-5.6.2 –a)**
2. All special processes required by this PO must be performed by qualified personnel.
(Q1-5.6.2 –c)
3. DMI reserves the right to review and approve the Vendors Quality Management System.
Standard QMS Requirements Include: **(Q1-5.6.2 –d)**
AS9100C additional:
 - a. Vendors providing special processing must maintain a system for validating processes.
 - b. Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify DMI of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. **(Q1-5.6.2 –b)**
5. DMI reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. DMI reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The Vendor is required to:
 - a. Notify DMI of nonconforming product.
 - b. Obtain DMI approval for nonconforming product disposition.
 - c. Notify DMI of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - d. Flow down to the supply chain the applicable requirements including customer requirements.
8. The Vendor is required to retain all Records associated with the Purchase Order for a minimum of 7 (seven) years OR as required by contract.
9. Right of access by DMI, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
10. All vendors providing Calibration Services and certificates must identify standards used and be traceable to accepted standards (e.g. NIST - National Institute of Standards Technology). Where no standards exist, the basis used for recording calibration or verification will be recorded.
Note: AS9100C calibration vendors must be ISO 17025 (or equivalent) certified.

11. Sellers shall provide a proper Bill of Lading signed by Carrier, or any other legally applicable documents providing title to the goods to Purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by Seller. AS9100C Purchasing Standard Terms and Conditions.
12. Certification of Materials and/or Process performed must accompany materials/parts received. Far Clause 52.246.2 and 52.203-7 are hereby invoked.
13. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with the governed by the Laws of the State of Louisiana, USA
14. As applicable, the Vendor shall comply with the DPAS priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense.
<http://guidebook.daca.mil/38/DPAS%20Guidebook.htm>

15. EXPORT/IMPORT/ITAR COMPLIANCE

Warning: Information furnished to seller under this purchase contract to may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such date may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of Don Mashburn Inc., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulation of the United States.