



DOCUMENT CHANGE NOTICE

Document Number:	Revision:				Effective Date: (From Document)	Approval:					
PSF007	From:	New	To:	A	1/1/2023	Jay Dougherty					
Document Name / Description:											
TERMS AND CONDITIONS											
DESCRIPTION / OVERVIEW OF CHANGE:											
Updated to include terms for the Business Industry Security terms including the restricted persons list. Added Section 42, updated section 17.											
REASON for CHANGE:											
FLOWDOWN TO SUPPLIERS											
TRAINING REQUIRED:	YES	☐	NO	☒	DATE	Form is completed by Approver					
IF YES, ENTER THE NAMES OF THE EMPLOYEES TO BE TRAINED AND DATE OF TRAINING											
NAME	DEPT	SIGNATURE		NAME	DEPT	SIGNATURE					
PLEASE NOTE: SUPPLEMENTAL TRAINING RECORD, QSF006, MAY BE USED TO RECORD ADDITIONAL NAMES FOR TRAINING											
☒	DISTRIBUTION: Electronic										
☐	QS BOOK	☐	CUSTOMER SERVICE	☐	PRESS ROOM	☐	SHIPPING				
☐	QA BOOK	☐	ASSEMBLY	☐	ANNEALING	☐	STAMPING				
☐	QUALITY	☐	WELDING	☐	DIE MAINTENANCE	☐	FLOOR DISTRIBUTION				
☐	OPERATIONS	☐	TOOL ROOM	☐	GRINDING	☒	Purchasing				
SPECIAL INSTRUCTIONS:											
-COPY OF THE DCN MUST BE GIVEN TO TRAINING COORDINATOR						Yes	☐	No	☒	NA	☐
-TRAINING COMPLETED BY RESPONSIBLE SUPERVISOR						Yes	☐	No	☒	NA	☐

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1. The Purchase Order will specify all quantities and delivery date requirements and any other applicable documents necessary to fulfill the Purchase Order requirements
2. The current Manufacturing Sketch supplied with any Purchase Order, when applicable, will provide any special instructions, dimensional requirements, process requirements, and any other relevant technical data and/or requirements.
3. Seller must use only the approved and accepted requirements indicated on the Purchase Order
4. The seller's Quality Management System must meet the requirements of TLC's Supplier Approval Process. Seller must maintain their system as it was accepted by TLC when designated as an approved supplier.
5. Certification and/or Certificate of Compliance requirements are specified on the Purchase Order.
6. When the purchase order requires a certificate of compliance, the C of C must be signed by the suppliers authorized representative, (name and title printed), and state that the product meets all applicable specification and purchase order requirements and all records will be made available to Thomson Lamination Company upon request. The C of C shall provide traceability to all raw material and special processes utilized, when applicable.
7. Standard hardware suppliers, (MS, NAS, AN, etc.) shall supply Thomson Lamination Company with a certificate of compliance indicating the original hardware manufacturer and list the lot / batch number. When required by the specification the original hardware manufacturer shall be listed in the QPL and / or procurement section of the specification.
8. The supplied certifications shall provide the complete chain of ownership and shall not have customer names removed or redacted
9. All products shall be furnished in accordance with the latest drawing and / or specification unless otherwise specified on the purchase order. All certifications must indicate all applicable revisions. When the purchase order or drawing lists a specification that has been superseded or canceled the supplier must contact the Thomson Lamination Company for authorization to use any superseding and/or substitute specification.
10. Serial Numbers are required on certifications when listed on the Purchase Order.



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11. Class A and Class B critical parts require the Mill Heat Number and the Original ingot Identifier.
12. Calibration System requirement for Sub Contracted Calibration is ANSI/NCSL Z 540-1
13. All Non-Conforming Product or non-Conforming processed material will be Identified with red color and tagged. Packing slips shall identify that the shipment contains Non-Conforming Product or non-Conforming processed material and the quantity of Non-Conforming Product or non-Conforming processed material contained in the shipment.
14. Thomson Lamination Company will be notified of any defective product prior to shipping.
15. Notify Thomson Lamination Company of any changes in product and/or process, changes of suppliers, changes of the manufacturing facility location and, when required, obtain approval from Thomson Lamination Company.
16. Flow down to the supply chain the applicable requirements including Thomson Lamination Company requirements.
17. Supplier flow down to sub tier suppliers shall include (but is not limited to)
 - TLC's Terms and Conditions (PSF007)
 - The Original Purchase order requirements (if applicable)
 - Any special Customer Requirements
 - Any Key Characteristics (if applicable)
 - DFARS requirements (if applicable)
 - Counterfeit Part Requirements
18. Export compliance (EAR) is to be conducted with the understanding of the Entity List, which outlines the entities which require licenses for exports, reexports, and transfers. See the Entity List: <https://www.bis.doc.gov/index.php/documents/regulations-docs/2326-supplement-no-4-to-part-744-entity-list-4/file>
19. For Suppliers who are used for SAFRAN specific parts/services, for specialized materials, and service providers, SAFRAN quality requirements apply, including the elements of material and service guidance stated in GRP-0087. These can include:

- Raw material deviations must be communicated to TLC, documented, reviewed and approved by TLC and our Customer before use.
- If being solicited for design activities, the vendor must submit a list of approved suppliers to TLC, which will be approved for use, or concessions/deviations to this list will be approved by TLC and our Customer.
- If being solicited for design and production, the vendor and TLC, by virtue of agreeing to these terms and conditions, have entered into agreement that the management and transfer of non-approved design data and approved design data will happen under controlled conditions. Design data will be made available upon request. Changes and deviations predicated on outcomes (i.e. testing, inspection, field testing) shall be communicated by, reviewed, and approved by TLC.

20. Transfer of Projects/Production: suppliers who accept transfers of production or projects will conduct the work under controlled conditions, including:

- Initial/ongoing assessment of capacity and performance. Thomson reserves the right to come onsite to assess, audit, or inspect the production process to ensure that all production steps are being followed and executed in accordance with our procedures and those of our customers.
- Certification requirements, such as NADCAP, must be current and be made available upon request.
- Upon receipt of transferred product, the supplier will conduct a receiving inspection and will perform a final inspection, in addition to any in-process inspection points prescribed by our process. All records of inspection will be retained for a time no less than the periods specified in our contracts/order requirements. These records will be made available upon request by either us or by our customer.
- The supplier will protect all information, all documentation, specifications, drawings, etc. in accordance with our data protection and CUI protocols.
- Supplier will perform all tests, all validation activities within the specified limits and instructions of either Thomson Lamination or our end customer.
- The supplier will follow and commit to the production schedule with planned completion dates. It will be at the discretion of Thomson Lamination to remain in contact with the supplier to receive current schedule milestones and update accordingly.

- The supplier will flow down all documentation requirements to sub-tier vendors and will keep all necessary documentation proving quality of product, including but not limited to certificates of conformance, material certifications, including mill certificates, test certificates, and chemical analysis certificates. All documents are to be made available upon request and are to accompany final product.

21. The Record retention requirement for all Purchase Orders issued by Thomson Lamination Company is a minimum of 7 years unless otherwise stated. These records must be available for review by Thomson Lamination Company and/or their customers if requested. All Critical Purchase Orders require retention of all records, including but not limited to all shop travelers, test records and calibration records and approvals for 50 years. These records must be available for review by Thomson Lamination Company and/or their customers if requested.
22. The seller shall inspect all products and services before submitting them to TLC and shall certify that all such products and services conform with the full requirements of the purchase order. In addition, all material, special processing and subcontracted services are subject to approval by Thomson Lamination Company Receiving Inspection.
23. All procedures, processes and equipment will be approved by Thomson Lamination Company and /or its customer when required.
24. Right of Access shall be granted to Thomson Lamination Company their 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.
25. For any special tools, fixtures and gages that are supplied by Thomson Lamination, a visual check of the provided tooling must be performed by the user prior to each use.

Note: Each use is defined as; prior to any tool or gage being used on any individual part.
26. Thomson Lamination Company requires sellers to have the necessary competence to perform all requested work on the purchase order. By accepting the purchase order, the seller certifies that the required competence is available at the seller's company.
27. Shipping requirements are the responsibility of the supplier unless otherwise specified on the Purchase Order. The product shall be adequately packaged to prevent damage during shipment. Bare surfaces which are subject to corrosion shall be protected with a corrosion inhibitor.

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28. When required, Government Source Inspection requirement will be specified on the Purchase Order as follows;

- *“Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the government representative who normally services your plant so that appropriate planning for government inspection can be accomplished.”*

29. The supplier shall perform only those special processes for which the supplier is approved by Thomson Lamination Company’s customers to perform. In the event that the supplier chooses to outsource a special process, the supplier shall only use sub-tier suppliers that are approved by Thomson Lamination Company’s customer for the specific special process. The TLC purchase order shall reference who the customer is. Specific approvals include, but are not limited to, the requirements of the following;

- SPOC 002 Honeywell
- DMS-10 Honeywell
- Document 16009007 Goodrich
- In the event of any uncertainty when choosing a supplier for an outside process contact Thomson Lamination Company for direction.

30. All Thomson Lamination Company supplied material that is rejected during manufacturing shall be returned to Thomson Lamination Company. The rejected material shall be tagged. The tag shall indicate the defect, root cause, root cause corrective action, root cause corrective action verification plan, and the verification plan results.

31. For shelf life materials, Thomson Lamination Company reserves the right to refuse any material that does not have at least 80% of the shelf life remaining.

32. Any communication between the buyer and seller which alters the purchase order and associated engineering requirements shall require a purchase order amendment. The seller shall not deviate from the purchase order and associated engineering requirements based upon verbal communications or emails. Any deviation must be documented on the purchase order.

33. Suppliers are required to establish and maintain a FOD prevention program. The suppliers FOD program shall be based upon Boeing document D6-85622 (or AS9146 equivalent). If the supplier does not have access to the Boeing document the supplier shall base their FOD program upon AIA NAS412, “Foreign Object Damage/Foreign Object Debris (FOD) Prevention. This document may be obtained from Aerospace Industries Association of America at 1000 Wilson Boulevard, Arlington, VA 22209 or

<http://www.aia-aerospace.org>.

- Additional help in developing a FOD program can be found as follows;

- IAQG/SCMH Section 3.4 is published through the International Aerospace Quality Group (IAQG). Copy of this handbook is available through the IAQG web-site: <http://www.sae.org/iaqg/handbook/scmhtermsfuse.htm>

34. Raw material suppliers and fabricators utilizing their own material shall supply Thomson Lamination Company with the original mill certifications.
35. All raw material supplied or used to fabricate product, including standard hardware, shall comply with DFARS 252.225-7009-DOMESTIC PREFERRED. Mercury or mercury compounds shall not be intentionally added or come in direct contact with material or product. The supplier shall state compliance on certifications and / or C of C. This requirement shall be flowed to the supplier's sub-contractors.
36. Suppliers providing raw material or product manufactured from raw material that was not supplied by TLC shall meet the following requirements

Plate	You can cut the length and width but the raw material order must be the same gage thick as specified on the TLC purchase order or drawings reference by the purchase order
Sheet (Up to 0.187)	You can cut the length and width but the raw material order must be the same gage thick as specified on the TLC purchase order or drawings reference by the purchase order
Bars (Round)	The length can be cut but the raw material ordered must be the same diameter as specified on the TLC purchase order or drawings reference by the purchase order. If it is tubing it must also have the same wall thickness
Bars (Square and Rectangular)	The length can be cut but the raw material ordered must be the same width and thickness as specified on the TLC purchase order or drawings reference by the purchase order

Any deviations from the above requirements must be approved by TLC through an amended purchase order

37. The seller shall implement a counterfeit material avoidance and detection system consistent with AS5553 and AS6174 as applicable. Material is defined as; raw material, parts, and electronics
38. Once approved the seller's ability to remain on the TLC approved supplier list is based upon the seller maintaining an acceptable quality and delivery metric. The seller's Quality and On-Time delivery will be monitored and evaluated. The seller may at any time solicit TLC to know what their current performance is. If the seller fails to meet the quality and/or on-time delivery expectations, it will be at the discretion of TLC to issue a corrective action or other quality measure to bring the seller back into



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compliance. Continual lapses in performance may result in the seller being removed from the approved suppliers list.

39. The seller acknowledges that the articles, materials, or services provided under the TLC purchase order could be used for installation or use on an aviation product.
40. The seller shall provide for timely notification to the buyer of known nonconformance escapements.
41. **Product Safety and Conformity** – TLC's Suppliers are expected to develop, implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety and conformity of their products and/or services.
42. **Ethical Behavior** - Suppliers are expected to develop, implement and maintain effective policies and training programs to ensure their employee are aware of the importance of ethical behavior.
43. **WARNING**—Information Subject to Export Control Laws – The purchase order and its accompanying documents may contain information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This information may not be exported, released, or disclosed to Foreign Nationals outside the United States without first complying with the export license requirements of the ITAR and/or the EAR. A violation of the ITAR or EAR may be subject to a penalty of up to 10 years imprisonment and a fine of \$100,000 under 22 USC 2778 or section 2410 of the Export Administration Act of 1979. Include this notice with any reproduced portion of this document.
44. **Denied Persons List**-Suppliers are expected to conform to the Bureau of Industry and Security Denied Persons List. The person(s) and or organization(s) identified on this list are individuals or groups with whom the Supplier is not to do business or to encourage participation in processing our parts or our customer's parts. The List is to be found here: <https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern/denied-persons-list>