



ARDEN ENGINEERING INC.
Precision Machining

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Terms and Conditions

GENERAL CLAUSES

- G1 Acceptance of Order** – Written acknowledgment of this Order, furnishing product against this order or acceptance of payment for this Order constitutes an Unqualified Acceptance by Seller.
- G2 Acceptance of Product** – All shipments shall be subject to Final Inspection by Arden Engineering Nonconforming material or product shall be returned to Seller for replacement.
- G3 FOB** – The prices stated in this Order covers all Goods and Services including shipping charges to be provided to Arden Engineering. FOB; Orange, CA
- G4 Not to Exceed** – This is a “NOT TO EXCEED” Purchase Order. Supplier is to furnish the Goods or Services as described at a price up to, but not exceeding the limit shown on the Order. Should the scope of work be revised, supplier should not proceed without an approved Change Order from Arden Engineering.
- G5 Termination for Convenience** – Arden Engineering shall have the right to terminate this Order at any time, but agrees to pay the Seller a reasonable cost incurred in processing the Order till the date of termination.
- G6 Tooling** – Arden Engineering-Supplied Templates, Media and Derivative Data is the sole property of Arden Engineering and is to be returned to Arden Engineering upon completion of this order.
- G7 Contract Rating** – DX, This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700). An order designated with a “DX” rating takes priority over DO rated orders as well as all unrated orders.

PROCUREMENT CLAUSES

G8 Contract Rating – DO, Contracts with a DO rating must be given production preference over unrated orders (government and commercial). If necessary to meet required delivery dates, even if this requires the diversion of items being processed or ready for delivery against unrated orders.

QUALITY CLAUSES

- Q1 Delegated Source Inspection** – Seller has been deemed a delegate of Arden Engineering. Product and Pack lists shall have evidence of Arden Engineering Acceptance Stamp. (Reference: AS 9100 Section 7.4.3)
- Q2 Final Inspection** – Arden Engineering requires 100% Inspection of all dimensions, unless a Sampling Plan has been approved by Arden Engineering Machine Shops are required to document and supply AS 9102 Inspection Reports for each and every order.
- Q3 First Article Inspection** – AS 9102 Inspection Report must be completed upon presenting 1st Article part, including an authorized Inspection Stamp, to Arden Engineering Inspection.
- Q4 C of C** – Certificate of Conformance required with the following:
- Quantity of shipment
 - Material Description, Alloy, Type, Grade or Condition, and Specification
 - Processes performed with applicable Specifications #, Title & Revisions
 - Processors location along with each Certification
- Q5 Government Contract** – Provisions for Government and/or Regulatory Agency shall be permitted to access the Seller's facility upon request
- Q6 Heat Treatment** – Processor must furnish Certification listing the following:
- Quantity Accepted and Rejected,
 - Material Description, Alloy, Type, Grade or Condition,
 - Actual Elevated Temperatures and Times,
 - NADCAP Registration Number of Heat Treater and of Testing Facility,
 - Applicable Specification #, Title and its latest revision (Reference: Arden Engineering's monthly specification revision sheet).
- Q7 Identification** – Unless otherwise stated, product is to be ink stamped with Independent X73 Black Ink in the following format:

Blueprint CAGE Code – Blueprint Part Number – Dash Number
MFR 64658 (Arden's CAGE Code)

Manufactured Date - Supplier Acceptance Stamp – Process Stamps (PT)

PROCUREMENT CLAUSES

Upon Arden Engineering's Acceptance parts will be stamp with Arden Acceptance Stamp.

- Q8 Inspection System Required:** Arden Engineering has the right to survey the Seller to assure the Seller maintains a Basic Inspection System containing at a minimum:
- Receiving Inspection
 - In-Process Inspection
 - Final Inspection
 - Calibration System
 - Non-Conformance System
- Q9 Non-Conforming Material** - Seller is notified that in the event of a nonconforming product produced by the Supplier, that does not meet Specification or Blueprint requirements, payment may be withheld until disposition is established.
- Q10 Process Certification** – Seller shall provide complete Certification attesting to accurate completion of the Process performed in accordance with the requirements listed on the Purchase Order.
- Q11 Raw Material** – Certification shall include the following:
- Quantity and sizes
 - Grain directions, when required
 - Material Description, Alloy, Type, Grade or Condition,
 - Original Mill Producer including any applicable Heat Lot Numbers,
 - Actual Physical and Chemical Test results,
 - Material Specification #, Title and its latest revision (Reference Arden Engineering's monthly specification revision sheet).
 - **For Military Programs ONLY** - Original Mill Producer must be of a Domestic source unless otherwise listed on the material APL. Any specialty metals under this contract shall be melted in the United States or its outlying areas as defined in DFARS clause 252.225-7014. This provision includes any subcontractors.

Note: Material distributors are prohibited from sawing the (ST) thickness dimension to the final size. Product must be rolled, extruded, forged etc. as outlined in the applicable purchased material specification

- Q12 Right of Access** – Seller shall allow Arden Engineering, its Customers and/or Regulatory Agencies the Right of Access to all facilities involved in this order and access to all applicable records upon request.

Arden Engineering, Inc.

PROCUREMENT CLAUSES

- Q13 Source Inspection** by Arden Engineering or its delegate required at Sellers facility prior to shipment
- Q14 Testing Facility** - must be NADCAP Approved.
- Q15 Accountability** – All material/parts must be accounted for; therefore you are required to return all material/parts, including scrapped parts and remnant.
- Q16 Substitution** – Substitution of any material, hardware is not allowed without Arden Engineering’s acknowledgment and acceptance. When Substitution of material is allowed, they still must comply with the appropriate specification. (i.e. 2ZZA05001, PS23038, PS23038.3, RPS 20.20, 17M9Y1001, 012T2100, 012W6100, 65-88700, 739164, etc.)
- Q17 Flowdown** – Flowdown of requirements to subtier suppliers are required - “All Quality System requirements shall be flowed down to any subcontractors to ensure that characteristics not verifiable upon receipt are adequately controlled.” Suppliers must list on their Certifications/Certificate of Conformance all subcontractors used along with the applicable process specification in fulfilling this Purchase Order. Sub-tier Suppliers must be on Arden’s Approved Supplier List.
- Q18 Control of Records** – Supplier is responsible in maintaining Quality Records (Certifications, Testing results, Furnace Charts etc.) pertaining to this Purchase Order for a minimum of (10) years. Records of Fracture Critical parts per 2ZZP00006 will be maintained for a minimum of (30) years. Original Records shall be available to Arden Engineering and our Customer and any Regulatory Agency.

SHIPPING CLAUSES

- S1 Early & Late Delivery Allowance** – 10 Calendar Days early / 0 Days Late.
- S2 FOD** – Packaging must be inspected to assure no evidence of “FOD” Foreign Object Debris.
- S3 Packaging** – Packaging must be adequate to assure product is not damaged in transit.
- S4 Special Shipping Arrangement Required** – Prior to shipment contact your Buyer for special Shipping Instructions.