

**CM**CRESCENT MANUFACTURING

700 GEORGE WASHINGTON TPK., PO BOX 1350, BURLINGTON, CT 06013 USA

PHONE: 860-673-591 FAX: 860-673-5973 EMAIL: [SALES@CRESCENTMANUFACTURING.COM](mailto:SALES@CRESCENTMANUFACTURING.COM)

ISO9001/AS9100D REGISTERED

**DATE:**

**TO:**

**PAGES: 4 Including Cover Letter**

In compliance with our AS 9100 Rev D Quality Program, Crescent is requesting that you please take a few minutes to read our terms and conditions on the included page.

These Purchasing Clauses are effective immediately for all purchase orders placed with you from this date forward. As this sheet must cover many products purchased by Crescent Please know that we acknowledge that all items are not applicable to all vendors. If you have any exception please indicate on the T&C form and return with this acknowledgement. Crescent requires that you acknowledge receipt of these Clauses by signing below and returning to us via fax **860-673-5973** or via email **aron@crescentmanufacturing.com**.

Thank you for your cooperation.

Best Regards,

*Aron Stevenson*

Controller

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

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## CRESCENT MANUFACTURING PURCHASING CLAUSES

### GENERAL CLAUSES

Crescent Manufacturing General Clauses apply to all Crescent Manufacturing Purchase Orders.

#### Quality Management System (all vendors)

All Vendors are required to complete a vendor survey prior to placement on our Approved Vendor List. Crescent Manufacturing uses any of the following criteria to determine qualifications: evaluation of quality system and/or quality certified compliance, past performance on similar purchases, experience of others with the vendor, sample evaluations and testing, sole source supplier of item, geographical proximity, or customer requirement.

#### Confirmations (all vendors)

All orders requesting a confirmation must be confirmed within 24 hours.

#### Amended Orders (all vendors)

Any revisions to the requirements, specifications, terms, and/or conditions of the Purchase Order must be agreed upon by both the vendor and Crescent Manufacturing, and when required, confirmed in writing.

#### Raw Material Lot Traceability (wire vendors only)

All raw material supplied to Crescent Manufacturing must be traceable to a unique lot/heat number assigned by the melt mill or in conjunction with the vendor's lot/heat number. Chemical/Physical Certification is required for all raw material **back to the melt**. All packing slips must designate these lot/heat numbers.

#### Raw Material Certificate of Conformance (wire vendors only)

Any raw material vendor not providing their own Chemical/Physical Certification with the **required Melt Certification**, must provide a Certificate of Conformance. The Certificate of Conformance shall be signed and dated by an authorized representative of the vendor, show a description of the item shipped, the lot/heat number, and the net weight of the item.

#### Raw Material Specifications (wire vendors only)

Raw material ordered to a specific specification must indicate compliance and latest rev level on the Chemical/Physical Certification.

#### Outside Processing Certification (heat treat, plate, passivation, patch)

All outside processing vendors are required to provide individual testing certifications with rev levels as confirmation of compliance to the required processing specifications of the Purchase Order. All inspections and testing as required by the specification must be performed prior to shipment.

#### Material Safety Data Sheets (where applicable)

One copy of the MSDS is required to be supplied for all qualifying products.

#### Changes in Product (where applicable)

Any changes in the vendor product and/or processes must be brought to the attention of Crescent Manufacturing and are subject to approval.

#### Qualification of Personnel (where applicable)

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The vendor shall ensure that all product supplied has been processed by qualified personnel.

#### **Handling, Preservation and Packing (where applicable)**

The vendor shall ensure that the products supplied are protected from damage during production, inspection, packing and shipping operations. Products found to be damaged upon receipt shall be subject to rejection and will be returned to you at your cost.

#### **Shipping Tolerance (all vendors)**

The quantity tolerance for all items is +/-10%.

#### **Flow-Down of Requirements (where applicable)**

Vendors are required to flow-down the requirements of any purchase order to sub-tier vendors or special processors. These may include non standard requirements, critical and key characteristics specific to a particular order

#### **Corrective Action (all vendors)**

Acceptance of a Purchase Order obligates the Seller to perform, upon request, a corrective action investigation when non-conforming material is detected by Crescent Manufacturing. A written response shall be furnished within 30 days, which is specific and conclusive to prevent a recurrence of the discrepancy. Non-compliance to this clause can result in removal from the Approved Vendor List.

#### **Non-conforming Material (all vendors)**

All vendors are required to notify Crescent Manufacturing of any non-conforming material that they have detected has been supplied. Arrangements will then be made as to the disposition of this material and any consequences resulting from product being supplied to our customers.

#### **Record Retention (where applicable)**

Product inspection records, test reports and other documentation indicating conformance to Crescent Manufacturing Purchase Orders must be retained by the vendor for a minimum of 10 years from date of shipment. Raw Material certifications must be retained for a minimum of 10 years.

#### **Right of Access (all vendors)**

Crescent Manufacturing, our customers and regulatory authorities reserve the right of access to the vendor's facility for the purpose of audit and inspection. Should this become necessary, reasonable notice will be given to the vendor prior to visitation as well as a reason for the visit. Validation activities may include cert verification, process and record review and visual inspection.

#### **Hold Harmless Agreement (all vendors)**

Vendor/Subcontractor agrees to indemnify, defend, and hold harmless Crescent Manufacturing Operating Company and its agents and employees against any and all damages, liabilities, action, or causes of action and expenses, including reasonable attorneys fees, which arise out of or are alleged to be caused by negligent acts or omissions of the vendor/subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in the performance of the vendor's/subcontractor's work.

#### **Product Safety Program**

Vendor shall have in place a product safety program and train all employees.

#### **Counterfeit Parts Program**

Vendor shall have a program in place to ensure counterfeit parts are not used.

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## **Ethical Behavior**

Vendor shall train employees on the importance of ethical behavior and its impact on the QMS.

## **Consequences of Non-Conformance to the QMS**

Vendor shall make employees aware of the potential consequences of nonconformance to the QMS and their role in the effectiveness of the QMS.

Crescent will monitor delivery and product quality performance and no product design may be changed without prior approval.

Crescent validates applicable product using a C=0, AQL 1.5 sampling plan and expects the same or equivalent from its vendors