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Supplier Terms and Conditions				

1. **Legal** – This agreement shall be governed by and interpreted in accordance with the internal laws of the State of Texas. It constitutes the entire agreement between the parties and may only be amended in a written document signed by Crux Manufacturing. The Supplier may not assign this agreement without Crux Manufacturing’s prior written consent. Any remedy provided herein is in addition to, and not in place of, any remedy available under applicable laws, regulations, or ordinances.
2. **Quality System** – The Supplier shall implement and maintain a quality management system that meets the requirements of ISO 9001:2015, AS9100D, or applicable NADCAP accreditation for special processes. Any exceptions must be addressed with Crux Manufacturing on an individual basis.
3. **Acceptance** – The Supplier shall acknowledge acceptance of the order within two business days from the date of issuance. Crux Manufacturing may terminate the order at any time prior to acceptance, with or without cause. Acceptance of the order is expressly conditioned upon the Supplier’s agreement to these terms and conditions. Any Supplier terms that conflict with or supplement these terms are hereby rejected and will not form part of the contract.
4. **Warranty** – The Supplier warrants that all materials and articles furnished will strictly conform to this order and any related descriptions, specifications, drawings, or samples; be free from defects in materials and workmanship; and be merchantable and fit for the purpose specified by Crux Manufacturing.
5. **Acceptance of Goods** – All goods are subject to inspection and rejection by Crux Manufacturing. Nonconforming or defective goods will be held for the Supplier’s instructions. Crux Manufacturing reserves the right to cancel such goods and any unshipped portion of the order. Payment prior to inspection does not constitute acceptance and does not relieve the Supplier of its obligations or warranties.
6. **Material Test Reports** – Original mill test reports must accompany all shipments of raw material (plate, bar, rounds, etc.). Crux Manufacturing requires physical copies.
7. **Revision Levels** – Unless otherwise specified, all industry specifications referenced on purchase orders or associated documents must comply with the latest revision.

8. **Counterfeit Parts Prevention** – Parts must be genuine and free from counterfeit indicators, including false or misleading identification, labeling, grading, serial numbers, date codes, documentation, or performance characteristics.
9. **Invoices** – Separate invoices must be issued for each shipment and must reference Crux Manufacturing's purchase order and part numbers. Invoices must be accompanied by a bill of lading or express documentation including weight and freight rate. A packing list must be included with all shipments.
10. **Extra Charges** – Additional charges, including packaging or handling fees, will not be allowed unless approved in writing by Crux Manufacturing. Before performing work or shipping goods that may require additional compensation, the Supplier must submit a detailed statement and pricing for approval.
11. **Failure to Deliver** – If the Supplier is more than seven days past the specified delivery date, Crux Manufacturing may cancel all or part of the order without penalty. Election not to cancel does not relieve the Supplier of liability for resulting damages nor indicate waiver of performance obligations.
12. **On-Time Delivery** – The Supplier must maintain a minimum on-time delivery performance of 95%.
13. **Packaging** – The Supplier must protect products from damage or contamination (including FOD) during manufacturing, testing, packaging, and transport. Packaging supplied by Crux Manufacturing must be maintained in the condition received.
14. **Property** – All tools, gauges, fixtures, and drawings provided or authorized by Crux Manufacturing remain its property and must be maintained in good, non-degraded, and defect-free condition.
15. **Notification of Nonconforming Material** – The Supplier must notify Crux Manufacturing prior to shipment of any suspected nonconforming material to obtain timely approval for disposition.
16. **Notification of Process or Facility Changes** – The Supplier must notify Crux Manufacturing of any changes to processes, materials, manufacturing methods, or production facilities that may affect product performance. Approved facilities may not be changed without notification and written approval.
17. **Non-Conformances and Corrective Action** – The Supplier shall provide a five-part corrective action response including:
 - Immediate containment or corrective actions
 - Product evaluation (if applicable)
 - Root cause analysis
 - Corrective actions to prevent recurrence
 - Submission of objective evidence

18. **Source Inspection** – When required, the Supplier shall permit Crux Manufacturing and/or its customers to perform source or on-site inspections. Reasonable notice will be provided.
19. **Supplier Information Requirements** – Requirements flowing down from Crux Manufacturing and/or its customers will be specified in the purchase order and may include:
- Required documentation
 - Performance monitoring criteria
 - Testing, inspection, and verification (including production process verification)
 - Use of statistical techniques and related acceptance criteria
20. **Inspection Equipment** – All inspection instruments must be calibrated using standards traceable to NIST.
21. **Subcontracts** – When directed, the Supplier shall use Crux Manufacturing–designated or approved external suppliers. All applicable requirements, including key characteristics, specifications, regulatory requirements, and documentation, must be flowed down to subcontractors.
22. **Supplier Contributions** – The Supplier acknowledges its responsibility to:
- Contribute to overall product conformity
 - Contribute to product safety
 - Act ethically in all operations
23. **Records** – When directed, the Supplier must maintain quality records demonstrating conformity (including required personnel qualifications) in a retrievable form for the duration specified in the contract. When not specified, retention shall be seven years, after which records must be destroyed.