



Cirris Inc.
401 North 5600 West, Salt Lake City, Utah 84116
801-973-4600 | www.cirris.com

ISO 9001 and AS9100D Purchasing/Supplier Standard Terms and Conditions

Overview:

This document has been created to assist our suppliers in understanding the purchasing expectations and quality requirements for products and/or services supplied to Cirris, Inc. This document will communicate the operating principles, general expectations, and procedures of Cirris, Inc. Adherence to the guidelines described in this document is required by all Cirris, Inc. suppliers. Acceptance of any and/or all purchase orders constitutes acceptance and commitment on behalf of the recipient to comply with this document's content. These guidelines are provided as a supplement to and do not replace or alter any purchase agreement terms and conditions included as requirements of applicable drawings, specifications, and other contractual documents. This document describes the minimum requirements for which the supplier has responsibility.

1. Cirris, Inc. reserves the right of final approval of products, procedures, processes, and equipment.
2. All special processes required by the purchase order must be performed by qualified personnel.
3. Cirris, Inc. reserves the right to review and approve the vendor's quality management systems or QMS. Standard QMS requirements include:
 - 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 Cirris, Inc. of any changes to the 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.
5. Cirris, Inc. 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. Cirris, Inc. 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 Cirris, Inc. of non-conforming products.
 - b. Obtain the approval of Cirris, Inc. for nonconforming product disposition.
 - c. Notify Cirris, Inc., 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.



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8. The vendor is required to supply products that have a remaining shelf life of at least 75% of the original life as of the date of shipment.
9. The vendor must retain all records associated with the purchase order for 7 years or as required by contract.
10. Right of access by Cirris, Inc., our customer, and regulatory authorities to the applicable areas of all facilities, at all levels of the supply chain, involved in the order, and to all applicable records.
11. All vendors providing calibration services must be certified ISO17025 (or equivalent). All calibration certificates must identify the standards used and must be traceable to NIST (National Institute of Standards Technology).
12. The seller shall provide a proper bill of lading signed by the carrier, or any other legally applicable documents providing the title of the goods to the purchaser upon delivery, fully protecting all parties in case of damage in transit. All costs incurred due to improper packing will be paid by the seller.
13. Certification of materials and/or processes performed must accompany the materials/parts received. The invoice will be aged for payment based on the date the certification(s) is received.
14. Any disputes arising out of any contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the laws of the state of Utah, USA.
15. COUNTERFEIT PARTS PREVENTION
 - a. The supplier warrants those counterfeit supplies shall not be supplied to the purchaser or installed in the purchaser's products by the supplier.
 - b. The supplier warrants that only new, used, authentic, genuine, and legitimate items shall form part of the supplies provided to the purchaser.
16. ETHICAL BEHAVIOR
 - a. Suppliers are expected to conduct their business ethically in all interactions with Cirris, Inc. and hold their workforce accountable for ethical behavior.
 - b. Cirris, Inc. may request training documentation to verify ethical expectations are being communicated to the workforce.
 - c. Suppliers will assure their employees are aware of their contribution to product or service conformity.

Please review these Terms and Conditions carefully. By supplying Cirris, Inc., or its customers, you agree to these terms. If you do not agree or do not wish to abide by these Terms, you can contact Cirris, Inc. directly at cscap@cirris.com.