

These requirements when identified on the preceding United Titanium, Inc. purchase order shall be in addition to any other requirements listed. Failure to comply with any of these requirements shall result in the rejection of the material(s).

UTI-01 - Government Inspection: Government inspection is required prior to shipment of this material. Upon receipt of this contract promptly notify the QAR who normally services your facility so that planning for government inspection can be accomplished in accordance with applicable specifications. A copy of this contract shall be furnished to the QAR upon receipt.

UTI-02 - Test Reports: Functional test reports of items to be delivered under this contract shall be provided to United Titanium, Inc. The report shall contain purchase order number, supplier's name, part number, description, manufacturing lot number, serial number (if applicable), and run time, tests conducted, actual results of the test, approval signature and title of the supplier's quality representative.

UTI-03 - United Titanium Source Surveillance: Source surveillance shall be conducted by United Titanium, Inc. at the contractor's facility, or where designated in this contract, prior to shipment. Inspection / test and in-process inspection / test of the articles defined in this contract shall be performed by the supplier and subject to witness by a United Titanium, Inc. quality representative. The supplier shall contact the United Titanium, Inc representative prior to the start of fabrication / processing so that mandatory inspection / test points can be agreed upon. The supplier shall have available and present upon request, documented evidence of his inspection / test performance, including in-process and / or final test. This may be used for the acceptance of material. Required documentation for shipment must be completed and signed by the supplier's authorized quality personnel, and available for the United Titanium, Inc. representative's review.

UTI-04 - Material and Process Conformance: The supplier shall submit with each shipment a Certificate of Conformance, dated and bearing the signature and title of an authorized supplier representative, stating that the material as furnished is in conformance with applicable requirements of the contract, drawings, and specifications and that supporting documentation is on file and will be made available to United Titanium, Inc. or government representatives upon request. Certification shall include the name of the supplier, quantity shipped, manufacturing lot number and purchase order number. An example of an acceptable statement of certification of conformance is as follows:

"This to certify that all items noted are in conformance with the contract, drawings, specifications, and other applicable documentation, that all process certifications, chemical and physical test reports, are on file at this facility and are available for review by United Titanium, Inc."

For materials identified as Level I - SUBSAFE the certification shall include a copy of the original mill certification.

UTI-05 - Non-destructive Testing Requirements: When x-ray, dye penetrant, magnetic particle, or similar requirements are imposed by the engineering drawing or specifications, results shall be reported on a form which identifies the specifications followed, the results of the of the evaluation, the name of the evaluator, the date of the evaluation, the signature and title of a responsible laboratory representative, and adequate method of identifying and cross referencing each evaluation document to the specific parts being examined. When parts are serialized, serial numbers must appear on the report. Unless other wise directed, films and reports shall accompany each shipment.

UTI-06 - Control of Mercury, PCB's, and Restriction of Use of Yellow Packing Materials: Materials supplied or processed under this contract shall not contain functional mercury. In addition external contamination by metallic mercury or mercury compounds will be cause for rejection. The supplier shall submit with each shipment a statement, dated and bearing the signature and title of an authorized supplier representative, certifying that:

"Materials furnished under this contract contain no metallic mercury or mercury compounds and are free from mercury contamination"

Prior to shipment, the supplier agrees to notify United Titanium, Inc. if mercury contamination is suspected.

Polychlorinated Biphenyls Prohibition. Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls.

Prohibition of yellow wrappings or protection devices. Seller shall not use yellow wrapping materials or attach yellow protection devices such as caps, plugs, or sleeves.

UTI-07 - Chemical and Physical Test Reports, Original Mill Certificates: One copy of reports of actual tests of chemical composition and mechanical properties in support of claim of conformance identifiable to each lot, batch, or heat treat lot shall accompany each shipment, and shall be validated by an authorized supplier representative signature and title. Test report must identify melt source country. Certification must be issued by the entity responsible for the testing performed. It is not permissible to transcribe test results.

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UTI-08 - Material Traceability Codes: Material traceability codes must be permanently applied to the material and annotated on test reports for each individual heat / heat lot of material supplied. Traceability marking must either be heat / lot number, a unique contractor traceability code, or a combination thereof to maintain complete traceability to original mill certification. Material not adequately marked or not absolutely traceable to accompanying certificate of actual chemical and mechanical test data shall be rejected.

UTI-09 - Furnace Charts and Certificate of Conformance for Heat Treat Required

Furnace charts: Supplier shall supply furnace charts which shall legibly record time and temperature of heat treatment and show traceability and linkage to the material lot, furnace run, date of treatment, furnace identification and the applicable United Titanium, Inc. purchase order or signed amendment to that purchase order.

Certification: Charts shall be certified, signed and dated by the operator and cognizant QA official or officer of the company. Failure to comply with any of these requirements shall result in supplier restitution for United Titanium, Inc. property rendered unfit for use by action of supplier.

UTI-10 - FDA Related Products or Services: The supplier, contractor, or consultant agrees to notify United Titanium, Inc. of any changes in the product or service, described in the purchase order, so that United Titanium, Inc. may determine whether the changes may affect the quality of a finished medical device.

UTI-11 - Right of Entry: UTI reserves the right of entry to allow its personnel, customers, and regulatory agencies to enter your facility to verify the quality of contracted work, records, and material to ensure purchased products / services meet specified requirements.

UTI-12 - Preference for Domestic Specialty Metals: The supplier agrees to provide specialty metals (as defined in DFARS 252.225-7014) melted in the United States or in a qualifying country as listed in DFARS 225.872-1. Supplier shall ensure certifications clearly identify melt source country.

UTI-13 - Asbestos Warning: Asbestos is a human carcinogen which presents a hazard to personnel handling or otherwise working with it. Any asbestos or asbestos containing material supplied on this order must be annotated on the packing list and must be identified accordingly with appropriate OSHA approved labels or tags to inform all personnel who handle or work with the material of the potential asbestos hazard.

UTI-14 - Ozone Depleting Chemicals: Class I ozone depleting chemicals are not to be used nor incorporated in any items to be delivered under this contract.

UTI-15 - ITAR Compliance: The supplier agrees to comply with U.S. Government regulations, found in 22 CFR 120-130, International Traffic in Arms Regulations (ITAR), and 15 CFR 730-774, Export Administration Regulations (EAR). The supplier agrees to notify United Titanium, Inc. in writing prior to assigning any Foreign Person (as defined in 22 CFR 120.16) to perform work under this contract.”

UTI-16 – Prohibited Substitutions: No substitutions of material, including, but not limited to, chemicals, metals, rubber compounds, finishes/coatings, epoxies, potting and bonding compounds, urethane components, resins, acids, adhesives, paints, etc. are allowed without express written authorization of the Buyer.

UTI-17 – Traceability of items out for subcontracted operations:

The operations required by this purchase order will require the removal of existing traceability markings. Method(s) and location(s) for remarking are described in the body of the purchase order and / or in an attached drawing.

UTI-18 – Fraud / Falsification and Record Retention:

Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable Federal Statues.

Seller must maintain quality records for a minimum of seven (7) years (unless otherwise specified by terms of the purchase order), records shall be readily retrievable upon request.