

Supplier Terms & Conditions Agreement

Supplier Quality Terms & Conditions (Rev. A 12-07-2020) Bennett Industries maintains a quality management system that adheres to the requirements of ISO 9001:2015. Compliance to this standard requires that we communicate all quality requirements to our Suppliers.

As a valued Supplier to Bennett Industries it is understood that by acceptance of a Bennett Industries Purchase Order (PO), your organization agrees to meet the requirements listed below. In this document, "Supplier" refers to the company or entity Bennett Industries contracts with, via a PO, to provide a service or product.

Bennett Industries purchasing Terms & Conditions are defined as below. In the event any of the terms described below cannot be met, please notify Bennett Industries immediately.

- 1. Acceptance:** Bennett Industries Suppliers are required to review the purchasing terms & conditions and any requirements specified on the PO.
- 2. Competence:** Bennett Industries requires its Suppliers to have a system in place for the training, competence and awareness of all personnel involved with any product, process or service supplied to Bennett Industries and to be able to provide proof upon request. Only properly trained personnel with a demonstrated level of competence shall be employed to process product supplied to Bennett Industries.
- 3. Interaction with Bennett Industries:** Acceptance of Bennett Industries orders and each of its terms and conditions will be evidenced by the Supplier's issuance of the acknowledgement or by the Supplier's commencement of performance or shipping. Shipment and/or delivery must conform to the schedule as recorded on the PO. If the Supplier is unable meet Bennett Industries requested schedule, the Supplier must so state on the acknowledgement copy and provide the best schedule that can be met which Bennett Industries may accept or reject.
- 4. Supplier Performance reviews:** Bennett Industries monitors and reviews the quality and on-time delivery of products and services supplied by its Suppliers. Suppliers with Unsatisfactory performance are requested to perform a corrective action. If Supplier is unable to return to satisfactory performance levels, Supplier is subject to elimination from the Approved Supplier List.
- 5. Test, Inspection, and Verification (including production process verification):** Bennett Industries requires its Suppliers to test, inspect and verify all products and services before shipping. A final inspection will be made on Bennett Industries premises. If rejected, the goods will be held for disposition at the Supplier's risk. Any payment for such goods shall be refunded by Supplier unless Supplier promptly corrects or replaces the same at its expense.
- 6. Implementation of QMS:** Bennett Industries encourages its Suppliers to implement fundamental quality management systems that include and reflect requirements of ISO 9001:2015, or equivalent, depending on the industry. In case of an expired certification, it is the Supplier's responsibility to provide an updated QMS certificate.
- 7. Certification • General Compliance:** Documented information such as Test Reports, Material Certs., and / or Certificates of Conformity shall be required when stated on the Purchase Order.
- 8. Non-Conformance:** Bennett Industries requires its Suppliers to inspect and verify conformance of any products, processes and/or services to meet the engineering drawing requirements and/or Purchase Order requirements before shipping. If the product, process and/or service is found to be nonconforming,

it shall immediately be disclosed to Bennett Industries upon discovery, including but not limited to quantity shipped, date shipped, and the extent of the nonconformance. Suppliers that receive notification of Nonconforming product shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The Supplier will be notified if formal Corrective Action is required to be submitted to Bennett Industries

9. Changes: Bennett Industries Suppliers are required to notify the company of any intended or actual change that may affect the quality of delivered products and services. These include, but are not limited to, changes in processes, products or services, quality management system, approved Supplier list, ownership, management, or location and are subject to re-survey and approval by Bennett Industries.

10. Right of Access: Bennett Industries, its customers and regulatory authorities reserves the right to conduct inspection of the Supplier's facility or that of their sub-tier external providers to confirm that the processes and practices meet Bennett Industries requirements. This right of access shall be conditioned on execution of a mutual nondisclosure agreement and subject to reasonable conditions as required by the Supplier.