

The following terms and conditions apply as indicated on the face of the Purchase Order. In the event any term cannot be met, notify TBE's buyer immediately. Referenced documents shall be the latest revision unless otherwise noted. Subtier procurements shall include flow down of appropriate Quality requirements.

QUALITY PROGRAM

101. **Quality Assurance Plan** -- The vendor's Quality Assurance Manual or equivalent shall be submitted for review. The review will be for indication of adequate planning to assure general product quality and for conformance to applicable program specifications.
102. **Quality System Requirement** -- Material furnished shall have been manufactured and supplied under QA programs meeting ASME, Section III, NCA 3800, WA 3800, or NQA-1. The Material Organization programs shall have been accepted by the ASME or TBE. Changes to TBE approved programs shall be sent to TBE before implementation. Certification documentation shall identify the ASME certificate number and expiration date, or the TBE approved quality assurance program and revision level, under which the material was furnished.
103. **Quality System Requirement** -- The work and/or material furnished shall have been performed under a QA program in accordance with ASME, Section III, NCA-4000 or WA-4000.
104. **Quality System Requirement** -- The work performed on this purchase order shall have been conducted under a quality program meeting the requirements of ASME NQA-1. The following supplements to NQA-1 are applicable: (a) S1; (b) 1S-1; (c) 2S-1; (d) 2S-2; (e) 2S-3; (f) 2S-4; (g) 3S-1; (h) 4S-1; (i) 6S-1; (j) 7S-1; (k) 8S-1; (l) 9S-1; (m) 10S-1; (n) 11S-1; (o) 11S-2; (p) 12S-1; (q) 13S-1; (r) 15S-1; (s) 17S-1; (t) 18S-1.
105. **Identification and Verification** -- The work and/or material furnished shall have been performed using identification and traceability procedures approved by TBE.
106. **Inspection System Requirement** -- The seller shall provide an inspection system which shall be subject to TBE survey and acceptance. The seller shall maintain the approved system and this system shall be the one followed on this work. Acceptance of the system by TBE does not relieve the seller of the obligation to make complete and adequate tests and to deliver conforming product.

SOURCE INSPECTION

107. **Right of Access** -- TBE, TBE's designated representative and/or other parties authorized by TBE shall have access to sellers' plant facilities and records for inspection or audit to verify compliance to applicable requirements. Seller shall provide for this Right of Access in subtier procurements.
108. **QA OK To Start Work** -- No fabrication, processing, or test work under this subcontract shall begin before approval is received from the buyer's QA operations. This approval will be based on an evaluation of the seller's QA system.
109. **TBE's In-Process Source Inspection** -- All work performed under this contract requires in-process TBE Source Inspection. Notify the TBE Buyer as work planning is defined and seventy-two (72) hours prior to product work initiation and seventy-two (72) hours prior to final inspection being performed, for possible in-process and final source inspection requirements. Evaluation of personnel, equipment, methods, and items may be conducted to determine compliance to contract requirements.
110. **TBE Final Source Inspection** -- All work performed under this contract requires TBE inspection and test verification at the Supplier's facility. Notify the TBE Buyer at least seventy-two (72) hours in advance of the item being ready for final source inspection.
111. **First Part Inspection** -- The seller shall submit a sample first item for approval prior to making production item(s). The vendor shall notify TBE when the item is ready for approval examination. Such examinations may be conducted at the seller's facilities or at the receiving inspection area.

DOCUMENTATION AND CERTIFICATIONS

112. **Certified Material Test Reports for NON-ASME Code Material** -- The seller shall provide Certified Material Test Reports on the producing mill's stationery showing mill conformance to all applicable material specification requirements. One copy shall be supplied with the shipments. The reports shall be identified to the mill heat or lot number marked on the material supplied. In addition, a certification is required stating that the material supplied is the material referenced in the test report.
 - CMTRs from sources approved by TBE shall include the QA Manual revision level and date approved by TBE.
113. **Certificate of Compliance** -- The seller shall provide a written and signed Certificate of Compliance with this order certifying that all materials, processes, services, and/or furnished items supplied under this order are as specified.
114. **Certificate of Compliance** -- The seller shall provide a certificate of compliance with this order certifying that all materials, processes, services, and/or finished items supplied under this order are as specified and the work was performed using the QA Manual version approved by TBE. The QA Manual revision level shall be included on the C of C. If seller is certified by ASME, the C of C shall include the ASME certification number.
115. **No Welding** -- The seller shall certify that no welding with filler metal has been performed on the material supplied.
116. **Heat Treat Log Tracing** -- Heat treating or stress relieving in accordance with the specifications called out in this order is required. One copy of the heat treat thermal tracing with material entry and removal times noted, time and temperatures shown, identification of oven and recorder used, identification to the material treated, and signed by a seller representative shall be furnished with the treated materials.
117. **Traceability Records** -- All items furnished on this order shall have documentation on file for at least seven years after delivery to permit traceability from the delivered item back through its manufacture and inspection to its constituent parts and materials. These records shall be sufficient to prove conformance to all contractual requirements. These records need not be kept for more than one year if copies are supplied with the procured items.
118. **Nondestructive Examination Report** -- A legible, signed report on the results of all nondestructive examination and copies of any films, tracings, etc., shall be supplied. The report format shall be in accordance with the requirements of the specifications called out in this order and shall clearly state whether the items tested were acceptable or not, based on the given acceptance criteria. Examinations shall be performed by qualified personnel, equipment, and procedures.
119. **NDE Qualifications** -- A copy of the written practice identified in paragraph 5 of SNT-TC-1A, the procedures used for examination of NDE operators, the NDE operator's certification and the NDE procedure used, all in accordance with the applicable specifications, shall be furnished with the initial submittal of examination reports to TBE. Subsequent submittals shall include NDE operator certifications if not previously submitted to TBE. If NDE services are subcontracted, the information required by this term shall be submitted for the subcontractor.
120. **Shelf Life Data** -- Data shall be provided for items or materials which are susceptible to quality degradation with age. The Supplier shall provide a signed statement with the starting date, shelf life, expiration date and special storage requirements, if any, to maintain stated shelf life. All shelf life limited items shall have 75% or more of their shelf life remaining at the time of delivery to TBE. If the item has unlimited shelf life, the signed statement shall specify (unlimited).

NONCONFORMING ITEMS OR SERVICES

121. **Product Nonconformances** -- Items or services that do not conform to the requirements of this contract shall not be shipped to TBE without prior written approval of TBE Quality Assurance. Request approval for shipment through the TBE Buyer. Failure to comply may result in return of the shipment at the Supplier's expense. Any material supplied under this Purchase Order or Subcontract which is returned by Teledyne Brown because of a nonconformance and is subsequently resubmitted by the Supplier to TBE shall be accompanied by a written description of the rework accomplished to correct the nonconformance and corrective action taken to prevent recurrence. Nonconformances discovered after shipping to TBE shall be reported to TBE immediately.
122. **Nonconformance Disposition** -- Nonconformance dispositions of repair or use-as-is must be approved by TBE prior to delivery to TBE.
123. **Stop Work Order** -- If it is apparent that the process you are performing on TBE furnished material will remove, obscure, or cause to be illegible any part number or coding information, you will STOP WORK and immediately notify TBE.

TECHNICAL

124. **Fabrication Planning** -- The seller shall prepare fabrication planning documents that show the sequence of activities and submit them to TBE for approval. The documents shall be in sufficient detail to permit TBE to place mandatory source inspection points. Seller shall not make changes to the planning documents after TBE approvals without TBE re-approval.
125. **Process Control** -- The Supplier shall obtain TBE approval of all special processes to be used in the performance of this contract. Special Processes include plating, welding, nondestructive examination, finishes, soldering, chemical processes, etc. The Supplier shall maintain objective evidence of process qualification and control in accordance with applicable specifications. The procedure(s) and qualification / certification data shall be submitted to TBE for approval prior to the work being processed by the vendor. If any changes in the certifications, qualifications, and/or processes are made, resubmittal and reapproval is mandatory. A TBE survey of operations may be required before approval is given.
126. **Process Procedure Approval** -- The seller shall furnish a copy of his process procedure conforming to the requirements of the applicable specification called out in this order for TBE approval. Processing shall not begin until such approval is received.
127. **Calibration** -- Test and Measuring equipment which is used for process control or inspection must be appropriately calibrated with traceability to the National Institute of Standards and Technology or National Standards.
128. **Calibration Services 17025** -- The Supplier's calibration program shall be certified to ISO/IEC 17025, latest revision and accredited by the International Accreditation Corporation (ILAC) Mutual Recognition Arrangement (MRA), unless otherwise specified. Items submitted to the supplier for calibration on this contract shall be evaluated for acceptance before any repair or adjustments are made. Records of the as-received findings and the as-returned findings (post adjustment or post-repair, if applicable) shall be clearly stated on the signed calibration certificate along with indication as to whether the individual findings were acceptable or unsatisfactory. All test reports shall have a TAR or 4 to 1 (minimum) or shall state the uncertainties or achieved TAR. The reports shall attest to the fact that measurement standard(s) used in the performance of this calibration are traceable to a National Standard, International Standard, or Intrinsic Standard.
129. **Workmanship** -- All items on this order shall be fabricated and finished in a thorough, high quality, workmanship-like manner. Particular attention shall be given to freedom from blemishes, cleaning, removal of foreign material, identification, and general appearance. Workmanship on raw materials and hardware shall be in accordance with the applicable material or product specification.

130. **Material Marking** -- For nonferrous materials manufactured in accordance with material specifications which do not provide for heat identification, the material shall be marked with a symbol or code that identifies the lot, as defined in the material specification, with the Certified Material Test Report.
131. **Welding Materials Identification** -- Welding materials shall be clearly identified by legible marking on the package or container to ensure positive identification of the material. The marking shall include the heat or lot number as applicable, a control marking code which identifies the material with the Certified Material Test Report and other information such as specification, grade and classification number, Material Organization's name, and trade designation.
132. **Packaging and Shipping** -- All items shall be packaged and shipped in a manner that will minimize exposure and damage. Each item or package shall be identified with the number of this Purchase Order.
133. **Part Identification, Packaging, and Shipping** -- All items and subpackages including raw material (plate, bar, extension, sheet, etc.) supplied under this contract shall be identified with complete nomenclature and part number as specified by the applicable drawing, specification, catalog, purchase order, etc. Materials shall be packaged, handled and transported adequately to maintain their reliability and achieve their damage-free delivery to TBE or other designated location. Containers shall be identified on the outside with the TBE Purchase Order Number.

ENVIRONMENTAL AND OTHER

134. **Hazardous Material Data** -- A Material Safety Data Sheet (MSDS) meeting OSHA regulations, shall be provided with hazardous material when delivered to TBE. If material is not hazardous, a signed statement to that effect is acceptable. If you have provided a MSDS for this product to TBE in the 12 months prior to the date of this PO and no changes have occurred in the data, this requirement has been met.
The hazardous material shall be labeled with:
 - a. Chemical name, common name, or trade name;
 - b. Appropriate hazard warnings including exposure health hazards and first aid and emergency procedures; and
 - c. Name, address, and phone number of the manufacturer or other responsible party.
135. **Mercury Free Contamination Certification** -- Certification shall include the following statement: "Item(s) furnished under (PO # XXXXXX), have not been fabricated, nor have they come in contact with mercury, mercury vapor or mercury compound, including test equipment, inspection equipment, handling, packaging material, and/or any other associated material that may come in contact with the furnished item(s), materials or assemblies."
136. **No Foreign Material** -- All material furnished under this order must come from domestic sources as evidenced by the Mill Test Report or related certifications.
137. **Halogen Content** -- Seller shall certify that the material supplied does not contain more than 200 ppm halogens.
138. **Halogen Exposure** -- Seller shall certify that the items or material supplied have not been cleaned, marked or otherwise come in contact with substances containing more than 200 ppm halogens.
139. **10CFR Part 21** -- 10CFR Part 21 applies to work covered by this Purchase Order. Required postings, notifications, flow downs, and record keeping must be made.

DESIGN DOCUMENTATION AND CERTIFICATIONS

140. **Design Services** -- The seller shall provide design services in accordance with the ASME Code Section III using a QA Program in accordance with the ASME Code. Design Tasks and services performed shall be in accordance with the specified Scope of Work but shall comply with the Code in any event.
141. **Design Support** -- The seller shall provide design personnel to work under the direction of TBE in compliance with ASME Section III and the TBE ASME Nuclear Quality Assurance Manual. All requested experience data shall be provided.

142. **Registered Professional Engineer** -- The seller shall provide registered professional engineering service in accordance with ASME Section III for work as requested by the Scope of Work. Qualification and certification documentation in compliance with the Code is required to be submitted for acceptance prior to service performance.

RECORDS

143. **Record Retention and Disposition** -- Records required by QA requirements imposing the ASME Code shall be retained as specified by the ASME Code or shall be provided to TBE for retention. Disposition may be in accordance with the ASME Code unless otherwise restricted by the subcontract or purchase order.

ADDITIONAL TERMS

144. **Chemical Certifications** – Certification of the chemical analysis results on chemicals supplied under this Purchase Order are required showing compliance with the requirements of this Purchase Order.
145. **Halogen Certifications** – Analytical results of the analysis of chemicals and products contacting the stainless steel supplied under this Purchase Order are required. Only elements and items containing less than 200 ppm halogens are acceptable.
146. **Halogen Certification Approvals** – Halogen analysis certifications shall be approved by TBE prior to the chemical or item's use on stainless steel supplied under this contract.
147. **Quality System Requirement** – The work performed on this purchase order shall have been conducted under a quality program meeting the requirements of 10CFR50 Appendix B.
148. **Certificate of Conformance** – The seller shall provide a written and signed Certificate of Conformance with this order signed by an authorized individual certifying the degree to which items or services meet specified requirements.
149. **Certified Material Test Reports for ASME Code Material** -- The Material Organization or Certificate holder shall provide Certified Material Test Report per the applicable requirements of ASME B&PV Code, Section III, NCA-3862, current Edition. The CMTR shall provide complete traceability of the material to reports of the results of all test and examinations performed on the material. CMTRs from Material Organizations certified by ASME shall include the ASME certification number and expiration date.
150. **Inspection and Test Reports (Actual):** The Supplier shall submit signed inspection reports and actual results proving conformance to the applicable drawings and specifications for items shipped under this contract.
151. **Stainless Steel and Nickel Base Material Contamination Certification** – Seller shall certify that all stainless steel and nickel-base alloy materials have been handled in such a manner that they did not come into contact with low-melting-point materials such as lead, zinc, copper, and mercury, carbon steel alloys, or halogenated material having a water leachable content harmful to the material.
152. **Counterfeit Parts Control** - The supplier must implement and maintain a documented counterfeit parts control program appropriate to the organization and products provided to TBE, and flow down a requirement for all of your suppliers to implement and maintain a documented counterfeit parts control program. The seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the original manufacturer of parts, parts included in assemblies, and subassemblies being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for the seller and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations or other batch identifications.

Notwithstanding any other provisions of this PO, the supplier warrants that all items provided to TBE shall be genuine, new and unused unless otherwise specified in writing by TBE. The supplier further warrants that all items used by the supplier during the performance of work at a TBE facility, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the supplier shall indemnify TBE, its

agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure. The supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to TBE. In addition, because falsification of information or documentation may constitute criminal conduct, TBE may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Government officials.