



## Supplier Terms and Conditions Agreement

**General:** As a supplier to Gem Craft Chemical Limited, it is understood that your organization agrees to meet the following stipulations/requirements. These requirements are, therefore, to be considered as terms and conditions to all purchases, unless an exception is granted.

1. GEM CRAFT reserves the right of final approval of product, procedures, processes, and equipment.
2. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, Etc.) Must notify GEM CRAFT of any changes to that certification. Furthermore, the supplier understands the need for a quality management system.
3. Where required on the GEM CRAFT Purchase Order, its suppliers must use GEM CRAFT's customer-approved special process sources.
4. GEM CRAFT is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a GEM CRAFT's authorized manager or designee.
5. Furthermore, the supplier is required to notify GEM CRAFT of any changes to a product and/or process and to obtain approval from an authorized GEM CRAFT manager or designee (if applicable).
6. GEM CRAFT, their customers, and regulatory authorities retain the right of access to all supplier facilities involved in the order and to all applicable records.
7. GEM CRAFT does not allow its suppliers to subcontract any product or process to a sub-tier supplier without GEM CRAFT expressed written consent.
8. GEM CRAFT performs inspection activities to ensure that purchased product meets purchase requirements. They may include: Receiving inspections (of supplier products / services / documents) may be / are performed by a designated employee. GEM CRAFT verifies the authenticity of the appropriate certificate of conformity or analysis, etc. and other accompanying documentation by review and comparison (as is appropriate) to the SDS or industry specifications or by other means. When necessary, GEM CRAFT may inspect or audit at the supplier's facility.
9. When appropriate, GEM CRAFT may delegate the inspection authority to one of its approved suppliers. GEM CRAFT will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and GEM CRAFT will maintain a record of those approved to carry out such inspections.
10. When GEM CRAFT or its customer intends to perform verification at the supplier's premises; GEM CRAFT will first state the intended verification arrangements and the method of product release. This information will be communicated on the GEM CRAFT Purchase Order or via another acceptable purchasing arrangement.
11. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), GEM CRAFT will institute controls that include the requirement of Material Certificates, Certificates of Conformity/Analysis, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on GEM CRAFT's Purchase Order or may otherwise be communicated to the supplier.

- 12.** GEM CRAFT requires all documents be retained for 10 years, unless otherwise stated.
- 13.** GEM CRAFT requires any delay in shipment for any reason be conveyed to GEM CRAFT as soon as the delay is known by the supplier.
- 14.** The Supplier is responsible for ensuring that persons working for the organization are aware of: their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior; and that the Competence of Personnel as applicable meets the requirements of the GEM CRAFT Purchase Order.
- 15.** If there is an issue with material received that requires a return to the supplier GEM CRAFT reserves the right to charge a material handling and administration fee for additional work performed.
- 16.** GEM CRAFT requires that suppliers who cannot meet any of the above requirements to request exceptions to requirements in writing.