

GENERAL METAL FINISHING LLC

SUPPLIER QUALITY TERMS AND CONDITIONS

1. Responsibility for Product and/or Process Inspections

The Supplier is responsible for all inspections necessary to substantiate that the product or process being provided conforms to all General Metal Finishing Purchase Order requirements.

2. Certifications

The Supplier shall provide as applicable, a copy of all material, processing, and testing certifications at time of shipment. A Certificate of Conformance or Certificate of Analysis shall be supplied and signed by an authorized company representative identifying all pertinent information including part numbers, revisions, specifications, quantities, material traceability information, Safety Data Sheets (SDS) and other relevant technical data.

3. Corrective Action

The Supplier shall take prompt corrective action when a discrepancy has been detected on any products shipped to General Metal Finishing. The Supplier must obtain written approval from General Metal Finishing management before shipping any nonconforming material. The Supplier shall submit a written cause and corrective action response for all discrepancies. The Supplier Corrective Action response is due 30days from notification.

4. Nonconforming Material

All nonconforming material shall be segregated from conforming material, and if approval is granted to ship nonconforming material, it must be shipped separately from conforming material and clearly identified. In the case that non-conforming product may have shipped, the Supplier shall immediately notify General Metal Finishing Chemical Controller and/or management by email.

5. Quality Verification

The Supplier shall allow General Metal Finishing, its customers and regulatory agencies right of entry to any place necessary to determine and verify the quality of work, records and material.

6. Material Shelf Life/Storage

The Supplier shall establish and maintain necessary controlled storage facilities for any materials, which may be sensitive to environmental or storage conditions. Age sensitive materials shall be controlled to ensure that materials being supplied to GMF, have at minimum, 50% of their original shelf life remaining at time of delivery (no less than six months shelf life remaining). Shelf Life shall be identified on applicable certifications and packaging.

7. Changes in Product and/or Process definition

Supplier shall notify the General Metal Finishing Chemical Controller and/or management of any changes to Product or process definition; in writing 60days prior. Organizational approval by GMF to ship said product may be required.

8. Supplier Evaluation

Supplier will need to complete a Supplier Qualification Form for inclusion on the Approved Vendor List (AVL). Multiple Corrective Actions will lead GMF to evaluate if the vendor should remain on GMF's AVL.

9. Conflict Minerals

The Dodd-Frank Wall Street Reform and Consumers Protection Act, Sect. 1502 was enacted to prevent purchase of "conflict minerals" from financing violent conflict in the Democratic Republic of Congo. Any material supplied to General Metal Finishing containing a "conflict mineral" must source only from smelters which have been validated as conflict-free to the EICC and GeSi Conflict Free Smelter Program. The current version of the Conflict Mineral Reporting Template (CMRT) must be complete and submitted within 14days of any updates. The update may be submitted to the General Metal Finishing Chemical Controller and/or Quality Manager by email.

If any changes occur before a new CMRT is issued, GMF must be notified. The current CMRT must be utilized in the notification.

10. Code of Conduct – Human Rights

General Metal Finishing expects its Suppliers to share its commitment to human rights and equal opportunity in the workplace and to conduct business in an ethical manner. Suppliers must provide and ensure a safe and healthy working environment for all of its employees.

Acceptance of GMF's Terms and Conditions is implied unless GMF receives written notification to the contrary.