

KULITE SEMICONDUCTOR PRODUCTS, INC. GENERAL QUALITY PROVISIONS

All work performed by Kulite Semiconductor Products, Inc. ("Kulite") shall be subject to the following General Quality Provisions. Unless otherwise mutually agreed in writing, Seller explicitly rejects all Buyer's quality flow down clauses and requirements, which are referenced on the face of the Order.

1.0 Quality System

Kulite Semiconductor Products, Inc. has a Quality System which is accredited and certified to comply with ISO 9001 and AS9100 requirements. As the design agent for the parts that are being produced, Kulite's Quality Management System requirements are considered adequate for all quality requirement flow-downs. In the absence of any specific signed agreements, the following policies apply.

2.0 Customer Access

Kulite will allow our customer or its customers to review equipment, records and personnel, and perform audits when mutually agreed upon. Kulite limits access to non-proprietary areas. Based on the volume of business with the customer, Kulite may charge a fee for any on-site audit at its discretion.

3.0 Contract Flow down of Quality Requirements

Kulite shall not agree to any additional quality requirements other than those that are a standard part of our 3rd party accredited Quality Management System.

4.0 Sub-tier Controls

Kulite, as the design agent, approves its own sub-tier suppliers and will use those suppliers that are a part of our approved supplier list. Kulite controls its sources and may order from multiple sources. Kulite will not notify any customer of any change in source for a part and will not perform a First Article Inspection on finished product due to change in source. Kulite will perform a First Article Inspection on procured parts from each source.

5.0 Special Processes

Kulite performs welding and soldering per our internal process procedures that are tailored from industry standards to our specific products. Kulite's processes are not required to be NADCAP approved. Kulite's sub-tiers for special processes are not required to be NADCAP approved as they are controlled and audited by Kulite in accordance with our QMS.

6.0 First Article Inspection

Kulite performs First Article Inspections in accordance with its own procedures unless otherwise agreed.

Any process control or Key Characteristics or Production Part Approval Process, or Advanced Product Quality Planning requirements are considered out of scope and must be quoted separately if required.

7.0 Inspection

Kulite performs all inspections in accordance with drawing requirements. <u>Receiving/Incoming Inspection</u>: Kulite performs first article inspection per our internal procedures for each part number and each supplier of that part number. Kulite then uses a sampling plan in accordance with our internal procedure that complies with ANSI/ASQC Z1.4 – 1993.

<u>In-Process Inspection</u>: Kulite performs independent in-process inspections on 100% of the product at the pre-identified gates identified in the process documentation. This process is monitored via Statistical Process Control (SPC)

<u>Final Inspection:</u> Kulite performs first article inspection per our internal procedures for each part number. Kulite performs inspection on 100% of the final product consisting of verification of Kulite determined key dimensional characteristics, cleanliness, freedom from damage and review of all documentation.

No attribute data is recorded for dimensional verifications (with the exception of first article inspections) unless a non-conformance is detected.

8.0 Traceability

Kulite provides piece part traceability on the sensing element only. Any additional requirements are considered added scope and shall be agreed and quoted separately.

9.0 Material Certifications

Kulite maintains all piece part certifications on file and will not provide individual Certifications for any piece part. Kulite's Certificate of Compliance will be provided for the end product.

10.0 Changes of Process, Tooling and Methods of Inspection

Kulite defines and controls its manufacturing processes based on industry standards and process requirements. Kulite does not submit our internal processes for approval.

11.0 Control of Non-conformances

Kulite, as the design agent, has Material Review Approval over all Class II or minor non-conformances. Kulite will only request approval for non-conformances that affect form, fit, function, performance or life. Kulite will not accept any charges for any non-conformance. Any in-warranty Kulite liability will be limited to a free of charge replacement unit.

12.0 Control of Configuration and Changes

Kulite, as design agent, will seek approval of Class I, Major changes only. All minor, Class II changes will be approved through Kulite's internal Configuration Control Board only. For catalog product, continuous development and refinement of our products may result in specification changes without notice.

13.0 Returned Product

As the OEM, all hardware must be returned to Kulite's Repair Station for evaluation. Kulite will not accept liability for any complaint for any part that is not physically returned. Kulite will evaluate all in-warranty returns. A fee will be charged for any in-warranty returns that are deemed customer liability. Out of warranty returns will be subject to a fee for evaluation and any requested failure analysis. Kulite does not pay for the transportation costs associated with return of units to our facility nor do we accept any chargebacks, debits or quality/ removal charges for any returned part.

14.0 Quality Ratings

Quality of product is Kulite's priority. Zero defects or 0 ppm is our goal. Kulite uses continuous improvements audits, process and product reviews to keep our quality at its best. Kulite will not pay for any type of second or third party over-inspection, source inspection or audits for any reason.



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