

Supplier Terms and Conditions

General: As a supplier to Newton, LLC, hereinafter referred to as Newton, it is understood that your organization agrees to meet the following stipulations / AS9100 requirements whenever a Newton Purchase Order specifies that the order is for an aerospace application / job (or contains some similar aerospace/AS9100 reference). These requirements are, therefore, to be considered as terms and conditions to all aerospace purchases.

1. Newton requires that the External Provider shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
2. Newton reserves the right of final approval of product and services, methods processes and equipment, and the final release of products and services.
3. Newton requires that all processes required by this purchase order must be performed by competent qualified personnel. Newton requires external providers to provide documentation regarding personnel qualifications when requested.
4. Newton reserves the right to identify the requirements for interaction with our external providers including.
 - The use of interactive documentation.
 - The use of email.
 - Documented confirmation methods of all verbal interactions.
5. Newton reserves the right to monitor our external provider's performance including.
 - Supplier risk.
 - Quality of product or service delivered.
 - On time delivery of product or service.
6. Newton reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform at the external providers' premises. When Newton or its customer intends to perform verification at the supplier's premises, Newton will first state the intended verification arrangements and the method of product release. This information will be communicated on the Newton Purchase Order or via another acceptable purchasing arrangement.
7. Newton reserves the right to approve or specify any designs, tests, inspection plans, verifications, criteria for design and development required by our organization from an external provider.
8. Newton reserves the right to approve or specify any special requirements, critical items, or key characteristics.
9. Newton reserves the right to approve or specify any test, inspection, and verification (including production process verification).
10. Newton reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by our organization
11. Newton reserves the right to require the need from External providers to:
 - Implement a Quality Management System and we reserve the right to review and approve the External Providers Quality Management System.
 - Require that the External Provider uses customer-designated or approved external providers, excluding process sources (e.g., special processes)

12. Require the External Provider to notify our organization of nonconforming product or services immediately upon discovery and obtain our organizational approval for nonconforming product disposition.
13. Wherever applicable our organization reserves the right to require external providers to show evidence of processes to prevent the use of counterfeit parts. To prevent the purchase of counterfeit or suspect / unapproved products, to ensure product identification and traceability Newton will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and / or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on Newton Purchase Order or may otherwise be communicated to the supplier.
14. The External Provider is required to: Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations, our organization reserves the right to approve such changes.
15. All External Providers are required to: Flow down to the supply chain the applicable requirements including customer requirements.
16. Newton reserves the right to require External Providers to provide test specimens for design approval, inspection/verification, investigation, or auditing.
17. Newton requires that all External Providers are to retain all records associated with the purchase orders for a minimum of 5 years or as required by contract.
18. Our organization requires the disposition of such documents to be controlled in accordance with the requirements of applicable QMS's.
19. Newton reserves the right of access by our representatives, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
20. Newton reserves the right to require and request evidence of External Providers ensuring that their personal are aware of:
 - a. their contribution to product or service conformity;
 - b. their contribution to product safety;
 - c. the importance of ethical behavior.
21. Newton may also require specific actions where timely and / or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from Newton's Approved Supplier List, and legal actions.
22. Documented information such as Test Reports, Material Certs., and / or Certificates of Conformity shall accompany all orders.
23. The supplier shall immediately notify Newton and explain any circumstances, including labor dispute, which may delay the timely performance of the Purchase Order and shall continue to notify Newton of any significant changes in delivery status.