



## Supplier Quality Clause Matrix

Distributor	Q1, Q3, Q5, Q6a, Q13, Q14, Q18, Q19, Q21, Q22, Q23, Q25, Q26, Q27, Q28, Q30, Q31, Q32, Q33, Q34, Q36, Q38, Q40
Manufacture Source Control	Q1, Q2, Q3, Q4, Q5, Q6, Q6a, Q7, Q10, Q12, Q13, Q14, Q16, Q17, Q18, Q19, Q20, Q21, Q22, Q23, Q24, Q25, Q26, Q27, Q28, Q29, Q30, Q31, Q32, Q33, Q34, Q36, Q37, Q38, Q39, Q40
Manufacture to Print	Q1, Q2, Q3, Q4, Q5, Q6, Q6a, Q7, Q10, Q12, Q13, Q14, Q15, Q16, Q17, Q18, Q19, Q20, Q21, Q22, Q23, Q24, Q25, Q26, Q27, Q28, Q29, Q30, Q31, Q32, Q33, Q34, Q36, Q37, Q38, Q39, Q40
Special Process (Outside Process)	Q1, Q2, Q3, Q5, Q6, Q6a, Q12, Q13, Q14, Q16, Q17, Q18, Q19, Q20, Q21, Q22, Q23, Q24, Q25, Q26, Q27, Q28, Q29, Q30, Q31, Q32, Q33
Raw Material (Rubber, Metal)	Q1, Q3, Q4, Q5, Q13, Q14, Q17, Q18, Q19, Q21, Q22, Q23, Q26, Q27, Q28, Q30, Q31, Q32, Q33, Q34, Q36, Q37, Q40
Calibration	Q1, Q5, Q22, Q24, Q25, Q28, Q30, Q32, Q33, Q35

## Supplier Quality Clauses

Q1	<p><b>General Requirements:</b></p> <p>These requirements shall apply to suppliers and sub-tiers of purchased products or processing services furnished to Micro-Tronics, Inc. Supplied products or processes shall conform to the latest revision level of the applicable specification unless otherwise noted on the flow-down documents.</p> <p>Suppliers shall ensure that all personnel within the organization are aware of the importance of ethical behavior and their contribution to the quality, conformity and safety of the products or services provided.</p> <p>Suppliers shall flow-down to their sub-tier(s) the applicable requirements in their purchasing documents, including, where required, key characteristics. Flow-down information shall be maintained and considered proprietary in nature. The purchase order shall take precedence, should a conflict occur, over requirements stated herein. Questions regarding requirements stated herein or other quality issues may be directed to Micro-Tronics' Quality Manager. Micro-Tronics shall reserve the right to make changes to the purchase order via a written change order, and/or an updated purchase order. The supplier shall in a timely manner, notify Micro-Tronics in writing if, and by how much, the changes will affect price and delivery.</p> <p>The supplier must notify Micro-Tronics' Quality Manager in advance, in writing, of changes that could affect product quality, including, but not limited to changes in personnel, equipment, and/or procedures.</p> <p>Subcontracting is not allowed without prior notification and a Micro-Tronics written approval.</p> <p>Micro-Tronics, its customers, and/or regulatory authorities, reserves the right of entry, with prior notice, to all facilities and to all applicable records and materials involved in the execution of this order for the purpose of quality evaluation.</p> <p><b>Subcontracts/Purchase Orders of \$10,000 or more:</b></p> <p>This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.</p> <p><b>Subcontract/Purchase Orders of \$150,000 or more:</b></p> <p>This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability. Contractor/subcontractor agrees to comply with all the provisions set for in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).</p>
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	<p><b>Micro-Tronics' Commitment to Equal Employment Opportunity:</b> Micro-Tronics Inc. has in place an Affirmative Action Plan (AAP) reaffirming its commitment to the spirit and letter of affirmative action law, including those administered by the U. S. Department of Labor's Office of Federal Contract Compliance Programs. Through the implementation of this plan, Micro-Tronics continues its efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community. Therefore, the President of Micro-Tronics has designated a representative as the company's Equal Employment Opportunity Administrator (EEO Administrator). The EEO Administrator oversees the plan development, modification, implementation, and reporting requirements and conducts management updates. The EEO Administrator also analyzes Micro-Tronics' selection process in order to further the principles of equal employment opportunity. As part of Micro-Tronics' commitment to this overall process, suppliers will seek to ensure affirmative action to provide equality of opportunity in all aspects of employment, and that all personnel activities, such as the recruitment, selection, training, compensation, benefits, discipline, promotion, transfer, layoff and termination processes remain free of illegal discrimination and harassment based upon race, color, religion, sex, and national origin. Regular review by Micro-Tronics, as described in this AAP, helps to ensure compliance with this policy.</p> <p>Micro-Tronics, Inc. is a Federal government contractor and subject to the requirements of the Office of Federal Contract Compliance Programs (OFCCP). As part of Micro-Tronics, Inc.'s compliance with federal Equal Employment Opportunity and Affirmative Action regulations, we are required to inform you of our policy and request your cooperation.</p> <p>Micro-Tronics, Inc. reaffirms its belief and commitment in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Through the implementation of our affirmative action program, we continue our efforts to comply with appropriate government regulations and to make the best possible use of personnel while contributing to the betterment of society and the community.</p> <p>We have listed the affirmative action laws we are governed by and their implementing regulations for your easy reference.</p> <ul style="list-style-type: none"> <li>• <b>Executive Order 11246 (and its implementing regulations at 41 C.F.R. part 60);</b> For more information, please visit: <a href="http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm">http://www.dol.gov/ofccp/regs/compliance/ca_11246.htm</a></li> <li>• <b>The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended (and its implementing regulations at 41 C.F.R. 60-300);</b> For more information, please visit: <a href="http://www.dol.gov/ofccp/regs/compliance/vevraa.htm">http://www.dol.gov/ofccp/regs/compliance/vevraa.htm</a></li> <li>• <b>Section 503 of the Rehabilitation Act of 1973, as amended (and its implementing regulations at 41 C.F.R 60-741).</b> For more information, please visit: <a href="http://www.dol.gov/ofccp/regs/compliance/section503.htm">http://www.dol.gov/ofccp/regs/compliance/section503.htm</a></li> </ul>
Q2	<p><b>Special Processes:</b> Processes such as, but not limited to, welding, heat treat, plating, painting, NDT testing, EDM, elastomeric, and cleaning shall be solely performed by Nadcap approved processors, as authorized by the customer. Certifications for special process services must accompany each shipment. Certifications must identify the material delivered, and/or the processes performed. Reports shall include the following:</p> <ol style="list-style-type: none"> <li>a) Process performed.</li> <li>b) Specification/drawing and revision level.</li> <li>c) Purchase order number.</li> <li>d) Part number.</li> <li>e) Compliance to acceptance criteria.</li> <li>f) Ultrasonic scan plans. (if applicable)</li> <li>g) Radiographic x rays. (if applicable)</li> <li>h) Revision and date.</li> </ol> <p>Processed materials must be certified in accordance with the applicable specification. Suppliers shall flow-down sufficient information to ensure sub-tier processors are able to correctly process all parts.</p> <p><b>Material/Process Samples:</b> A representative material test sample for heat treat, weld and recast processes shall be maintained and made available upon request.</p> <p><b>Unique Heat Lot Control:</b> Only one heat lot of material is to be used in the production of any individual detail or part. Materials shall be segregated by heat lot, packaged separately and not commingled.</p>



	<p><b>Brazing/Welding Approvals:</b> The procedure used and a representative sample of actual joint configuration shall be submitted for approval prior to production.</p>																														
<b>Q3</b>	<p><b>Supplier Quality System:</b> Suppliers shall maintain a Quality System which assures compliance with supplied documentation, including the purchase order, drawings, and specifications, and complies with ISO 9001, AS9100, and/or Nadcap. Micro-Tronics shall validate the supplier Quality System status by confirming the sustained certification approval, quality surveys, and/or on-site surveillance audits.</p> <p><b>Supplier Performance:</b> Micro-Tronics may evaluate and record the supplier(s) ability to meet contractual requirements, including product characteristics, specifications, on-time delivery, completion of documentation, and responsiveness to corrective actions. Micro-Tronics reserves the right, at our discretion, to approve and/or disapprove a supplier for lack of performance.</p>																														
<b>Q4</b>	<p><b>Domestic Materials: DFAR 252.225-(7000-7050)</b> Specialty metals used in deliverable product must be melted in the <b>United States</b> or a <b>qualifying country</b> as indicated in subsection 225.872-1 of the DFAR supplement.</p> <p>Approved Countries include:</p> <table border="0"> <tr> <td>Australia</td> <td>Austria</td> <td>Belgium</td> <td>Canada</td> <td>Czech Republic</td> <td>Denmark</td> </tr> <tr> <td>Egypt</td> <td>Estonia</td> <td>Finland</td> <td>France</td> <td>Germany</td> <td>Greece</td> </tr> <tr> <td>Israel</td> <td>Italy</td> <td>Japan</td> <td>Luxembourg</td> <td>Netherlands</td> <td>Norway</td> </tr> <tr> <td>Poland</td> <td>Portugal</td> <td>Slovenia</td> <td>Spain</td> <td>Sweden</td> <td>Switzerland</td> </tr> <tr> <td>Turkey</td> <td>UK</td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p><b>Definition: "specialty metals"</b> Steel with a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or containing more than 0.25 percent of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium (this includes stainless steel.) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloy metals (except iron) in excess of 10 percent. Titanium and titanium alloys, or zirconium alloys.</p>	Australia	Austria	Belgium	Canada	Czech Republic	Denmark	Egypt	Estonia	Finland	France	Germany	Greece	Israel	Italy	Japan	Luxembourg	Netherlands	Norway	Poland	Portugal	Slovenia	Spain	Sweden	Switzerland	Turkey	UK				
Australia	Austria	Belgium	Canada	Czech Republic	Denmark																										
Egypt	Estonia	Finland	France	Germany	Greece																										
Israel	Italy	Japan	Luxembourg	Netherlands	Norway																										
Poland	Portugal	Slovenia	Spain	Sweden	Switzerland																										
Turkey	UK																														
<b>Q5</b>	<p><b>Certification of Conformance (C of C):</b> Suppliers shall submit with each shipment a legible, typed or printed, reproducible Certified statement (C of C) that items listed thereon comply fully with all purchase order requirements. The C of C shall bear: the supplier name, authorizing signature with title, date, purchase order number, line item number, part number, revision, and quantity. Additionally, the supplier must specify whether parts involved in a nonconformance were reworked or replaced, and subsequently re-inspected.</p> <p><b>Functional Test Reports:</b> The supplier shall submit, with each shipment, a report listing actual test results, identifiable to the respective parts or products.</p> <p><b>Material Certification (Non-Metals, Commercial, Proprietary):</b> Material certifications shall be submitted with each shipment. The certification shall bear description of the material, trade name, manufacturer's name; specification number (type, grade, etc.), manufacturer's part number, batch, and heat lot number if applicable.</p> <p><b>Chemical and Physical Test Reports (Raw Material):</b> Chemical and physical test reports shall be submitted for each shipment and include:  <ul style="list-style-type: none"> <li>a) Batch, heat, or lot number.</li> <li>b) The material specification and revision.</li> </ul> Certification of the composition to within acceptable limits where MIL reports are not available. (Metals require specific values of composition.)</p>																														
<b>Q6</b>	<p><b>Nondestructive Testing (NDT): (See Q2)</b> Nondestructive testing shall be performed in accordance with Nadcap approved procedures. The supplier's facility and test personnel shall have approval from Nadcap prior to performing the required tests. A copy of approved procedures shall be kept on file at all times. Suppliers are responsible to ensure revisions to these procedures are approved per the internal quality system requirements. Each shipment of materials must be accompanied by a certified test report for each test performed. The reports shall specify the test performed, the specification, specification revision, test method(s) used, approved test procedure with number and revision, and the acceptance criteria utilized. Operators performing NDT shall be properly qualified and certified.</p> <p>Their certification shall include:  <ul style="list-style-type: none"> <li>a) Their name typed or printed.</li> <li>b) Organizational title.</li> <li>c) Signature of the authorized representative.</li> </ul> </p>																														



	<p>d) Part number. e) Heat and purchase order number. f) Identification of the material. g) Revision and date.</p>
<b>Q6a</b>	<p><b>Approved Sources:</b> Micro-Tronics' customers require all process to be performed by approved sources. Micro-Tronics' purchase order shall specify the customer for the product being manufactured to identify approved sub-tier sources. The supplier may contact the Micro-Tronics buyer for questions regarding approved sources.</p>
<b>Q7</b>	<p><b>First Piece Inspection:</b> First piece inspection shall be approved by Micro-Tronics on any new production run. <b>First Article Inspection Reports:</b> A First Article part shall be inspected for a first production run, or when the manufacturing method has changed, or when the print revision has changed. The first article part shall be clearly identified and the report shall list all characteristics including notes, tolerance limits, dimensions, and material requirements. This report and the ballooned print shall remain on file for audit or submittal when requested.</p>
<b>Q8</b>	<p><b>Clause Q8 has been archived.</b></p>
<b>Q9</b>	<p><b>Tensile Coupons:</b> Representative samples of materials used to produce hardware, in final heat-treated condition, shall remain on file and a certification sent with each shipment identifying the heat the heat lot of the sample, Samples shall be in accordance with ASTM-E-8 unless otherwise specified.</p>
<b>Q10</b>	<p><b>Key Characteristics:</b> When applicable, Key Characteristics are specified on the purchase order or the drawing. Data on Key Characteristics shall be collected by the supplier and supplied to Micro-Tonics with each shipment. When using a sub-tier supplier this clause shall be flowed down on the supplier's purchase order.</p>
<b>Q11</b>	<p><b>Hydrogen Embrittlement Test Report:</b> A hydrogen embrittlement test report is required. Report must comply with AMS-QQ-P-416. Fasteners shall pass the stress durability test in accordance with MIL-Std-1312-5, using the external load method. Sufficient external load shall be applied to the fastener to develop an induced load of 75-80% of the minimum tensile strength specified for duration of not less than 72 hours (MIL Std 783 bolts require the same load, however, the duration period is reduced to 24 hours of test time). Sampling shall be per FF-S-86 Rev E (1) Para. 4.2.3. Fasteners selected for test shall not be submitted for acceptance. Test reports shall be identifiable to the materials submitted and shall include batch, heat, and lot number. (Special Flow Down)</p>
<b>Q12</b>	<p><b>Personnel and Training:</b> Supplier shall ensure that the personnel involved in the manufacture and inspection of the materials or components are qualified to perform their tasks. Training records shall be made available upon request. This includes eye exams every 12 months for near vision to Snellen 14/18 or better or Jaeger Type 1 20/25, and color vision using the required Pseudochromatic plates or similar.</p>
<b>Q13</b>	<p><b>Foreign Object Damage (FOD):</b> Suppliers shall ensure that foreign objects are eliminated from parts prior to shipment. Suppliers shall maintain a FOD free environment during machining, manufacturing, assembly, inspection, storage, packaging, and shipment.</p>
<b>Q14</b>	<p><b>Mercury Free Certification:</b> Product furnished shall be free from contamination by the presence of mercury. Compliance with this requirement shall be certified by the supplier.</p>
<b>Q15</b>	<p><b>Statistical Process Control (SPC):</b> When SPC is required, a Micro-Tronics approved SPC program shall be used. Control charts on key dimensional characteristics are required with each shipment. (Special Flow Down)</p>
<b>Q16</b>	<p><b>Traceability of Furnished Materials:</b> Only the material furnished shall be used to satisfy the order. Material substitution is not allowed. Assigned lot numbers and/or serial number shall be maintained and referenced on all documentation as applicable. Drop-shipped materials shall be verified by certification prior to use.</p>
<b>Q17</b>	<p><b>Manned Space Flight:</b> Materials, manufacturing, and workmanship are to be of the highest standards to ensure astronaut safety. Notify the buyer if the product may be produced of a higher quality than specified in ordering documents: Special Flowdown</p>
<b>Q18</b>	<p><b>Age Controlled Materials:</b> Age controlled materials shall conform to applicable specifications and each container shall identify: the manufacturer name, the batch number, storage temperature, compound number, date of manufacture, and the shelf life requirement.</p>
<b>Q19</b>	<p><b>Inspection Sampling:</b> Micro-Tronics may select to sample inspect the product covered by the order. Micro-Tronics will reject any lot on the first nonconformity detected (C=0). If sampling inspection is used as means to acceptance, the plan shall be statistically</p>



	valid, and appropriate for use. The plan shall preclude the acceptance of known defectives in the lot. The supplier shall submit their sampling plan for approval when required. When statistical process control is used for either in-process and/or final inspection it must satisfy AS9101.
<b>Q20</b>	<b>Dimensional Inspection Reports:</b> A dimensional report is required to ANSI/ASQC Z 1.4 AQL for all characteristics of .005 or less total drawing tolerance. Material hardness readings are required. Actual reading as specified on the drawing or purchase order shall be taken and recorded.
<b>Q21</b>	<b>Shipments:</b> Complete packing list shall be enclosed with all shipments. Supplier shall mark containers or packages with applicable lifting, loading, and shipping information, purchase order number, item number, dates of shipments, the names and address of the consignor, and consignee. Bill of Lading shall include the purchase order number.
<b>Q22</b>	<b>Right of Inspection:</b> Micro-Tronics reserves the right to perform any inspection and test deemed necessary to assure product conformance at the supplier's facility.
<b>Q23</b>	<b>MRB Authority:</b> Supplier is expressly denied MRB authority. Material found out of specification may be scrapped or reworked but not repaired. MRB requests shall be in writing to Micro-Tronics' Quality Manager.
<b>Q24</b>	<b>Calibration System:</b> The supplier's calibration system shall conform to the requirements of ANSI/NCSL Z540 at a minimum or accredited to ISO/IEC-17025 Calibration systems and shall be subject to inspection and approval by Micro-Tronics Quality Department.
<b>Q25</b>	<b>Use of Supplier Devices:</b> Gauges, measuring and test devices shall be made available for reasonable use by Micro-Tronics when required to determine quality of product. As conditions warrant, supplier's personnel shall be made available for operation of such devices and for product verifications.
<b>Q26</b>	<b>Nonconforming Material:</b> Micro-Tronics shall immediately be notified at the discovery of a discrepancy, regardless of when the discrepancy was discovered, either during the processing of the product or after delivery. Nonconforming material shall initially be reported verbally to Micro-Tronics' Quality Manager and a written nonconformance report to follow in a timely manner. Further corrective action may be required. Nonconforming material shall be tagged and held until material disposition has been received.
<b>Q27</b>	<b>SDS Sheets:</b> Safety data sheets are required.
<b>Q28</b>	<b>Record Retention:</b> Suppliers shall retain quality records of services provided for a minimum of 11 years, or life of contract, whichever is greater. Suppliers shall be able to provide reproducible copies of any requested record within 48 hours of a written request from Micro-Tronics, Inc.
<b>Q29</b>	<b>Testing Acceptance:</b> Suppliers using acceptance testing as a requirement, shall define and submit for approval the test procedure, test characteristics, and test set-up to comply with the test requirements.
<b>Q30</b>	<b>Handling, Packaging, and Delivery:</b> Supplier shall handle and package product to preclude damage during processing. If material is received in a damaged condition it shall be handled as nonconforming material. Supplier shall provide sufficient shipping to meet contracted delivery requirements. Supplier shall package product sufficiently to preclude damage from shipping.
<b>Q31</b>	<b>Handling ESD Sensitive Items:</b> ESD items shall be ESD protected and labeled as ESD sensitive. Certifications indicating all items supplied were handled only at certified ESD workstations is required with each shipment, as appropriate.
<b>Q32</b>	<b>Prohibited Transactions:</b> To ensure compliance with U.S. export laws, Micro-Tronics does not conduct any business transactions with persons or companies on the "denied persons list" published by the U.S. department of commerce, the "debarred parties list" published by the department of state, and the "specially designated nationals" published by the department of treasury foreign assets control. Micro-Tronics expects all its suppliers and sub-contractors to comply with these laws as well.
<b>Q33</b>	<b>ITAR / Export Control:</b> Mandatory compliance with applicable U.S. export control laws and regulations, including, but not limited to; the Arms Export Control Act, 22 U.S.C.2751-2794; the International Traffic in Arms Regulation (ITAR), 22 C.F.R.120; the Export Administration Act, 50 U.S.C.app.2401-2420; and the Export Administration Regulations, 15 C.F.R. 730-774.
<b>Q34</b>	<b>Certification of Compliance – SEC Conflict Minerals Rule:</b> In accordance with U.S. Security and Exchange Commission (SEC) Conflict Mineral Final Rule (which added section 13.p. to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, 8/22/12), any conflict minerals included in any articles delivered under this order must comply, and you must flow down the SEC Conflict



	Mineral Final Rule dated 8/22/12 to all of your suppliers that furnish any articles that include conflict minerals in any goods sold or furnished to Micro-Tronics.
<b>Q35</b>	<b>Instrument Calibration:</b> Instruments shall be calibrated in accordance with manufacturer's instructions, with traceability to N.I.S.T standards.
<b>Q36</b>	<b>Unauthorized Parts / Material:</b> A "Suspect Part" is a part, including any software or firmware embedded in a part, in which there is an indication by visual inspection, testing, or other information that it may meet the definition of a Fraudulent Part or a Counterfeit Part. A "Fraudulent Part" is any part, including any software or firmware embedded in a part, knowingly misrepresented as meeting required specifications including, without limitation, electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. A "Counterfeit Part" is a part, including any software or firmware embedded in a part, that has been represented, identified, or marked as genuine, but has been confirmed to be a copy, imitation, or substitute that was created (a) without legal right to do so, and (b) with intent to mislead, deceive, or defraud. Suspect Parts, Fraudulent Parts, and Counterfeit Parts are referred to collectively as "Unauthorized Parts".  Promptly, upon MTI discovering that Supplier has delivered to MTI a Good that is or contains an Unauthorized Part ("Contaminated Good"), MTI will impound such Contaminated Good and provide Notice to Supplier of such action.  Promptly, upon Supplier discovering that Supplier has delivered to MTI a Contaminated Good, Supplier will provide Notice to MTI of same.
<b>Q37</b>	<b>Compliance with Environmental, Health and Safety Laws:</b> Supplier will comply with all applicable national, EU, state/provincial and local environmental, health and safety laws, regulations or directives. Additionally, Supplier shall have a management system dedicated to compliance with applicable environmental, health, and safety laws and regulations to ensure a safe working environment for their employees and responsible care of materials to prevent a negative impact on the environment.  Upon request, in form and substance satisfactory to enable MTI to meet its compliance obligations with regard to Regulation (EC) No. 1907/2006 ("REACH") or similar laws or regulations identified by MTI. Supplier will provide MTI with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under this Contract or a Purchase Order including all safety information required under REACH and information regarding the registration or preregistration status of any Goods pursuant to REACH within 45 days of receiving such request. Supplier agrees that it will include any MTI "Identified Use" in its REACH registrations or applications for Authorization, unless Supplier provides Notice to MTI that it rejects such Identified Use in order to protect human health or the environment and specifies the reason for such rejection. In such case, MTI will have the right to terminate any applicable Purchase Order without incurring any costs or damages.  Additionally, Supplier shall inform MTI upon request, current Goods status with regards to the use of materials identified in Article 4.1 of the European Parliament Directive 2011/65/EU ("RoHS Directive") as that RoHS Directive is updated from time to time, or similar laws or regulations identified by MTI, restricting the use of hazardous materials in other jurisdictions.  Goods will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.  Supplier shall avoid the use of hazardous materials in the Goods provided to MTI including but not limited to Persistent, Bioaccumulative Toxic (PBT) substances, Persistent Organic Pollutants (POPs) (e.g. PCBs, mercury, certain insecticides-DDT, Chlordane, etc.), Carcinogens (known or suspected), Mutagens, Radioactive Materials, Reproductive toxins, Beryllium, Hexavalent Chromium, Asbestos or other respirable fibers, Ozone depleting substances, Brominated flame retardants, or Nanoparticles.  Supplier will be responsible for all costs and liabilities for or relating to the disposal and/or recycling of Supplier's materials, waste and products.
<b>Q38</b>	<b>Notice of Delay:</b> When anything delays, threatens to delay, or permanently delays the timely performance of this Contract or a Purchase Order, Supplier must immediately provide Notice to MTI in writing of all relevant information with respect to such delay, including but not limited to the reasons for the potential delay and Supplier's short-term and long-term mitigation actions to avoid any supply disruption. In the event there is a shortage of Goods for any reason, Supplier will grant MTI first priority for manufacturing of the Goods, shipments and any available Goods. Supplier is responsible for all mutually agreed costs incurred by MTI as a result of Supplier's delayed or missed delivery.
<b>Q39</b>	<b>Changes:</b> MTI may, by providing Notice to Supplier, direct changes in the drawings, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized MTI procurement representatives may issue changes to the Purchase Order.



<b>Q40</b>	<b>Process, Site, Source or Material Changes:</b> The Supplier will provide Notice to MTI of any potential changes to the program, Goods, or schedule promptly as it becomes aware of them. Supplier will be responsible for any and all mutually agreed costs incurred as a result of changes implemented by Supplier.
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