

Terms & Conditions

Mantissa Industries, Inc.

Your products and services are vital to our products or services, contribute to product safety, and your ethical behavior is important to us, our customers, our other vendors, and our communities.

1. Our organization reserves the right of final approval of product, procedures, processes, and equipment.
2. All special processes required by this purchase order must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendors Quality Management System. Standard QMS requirements include:
 - 3.1. Vendors providing special processing must maintain a system for validating processes similar to that of a [NADCAP](#) program, or other system as required by this purchase order.
 - 3.2. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - 3.3. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
4. The Vendor shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The vendor is required to:
 - 7.1. Notify our organization of nonconforming product immediately upon discovery.

7.2. Obtain our organizational approval for nonconforming product disposition.

7.3. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.

7.4. Flow down to the supply chain the applicable requirements including customer requirements.

8. The Vendor is required to retain all records associated with the purchase order for at least 10 years and disposition by destroying, burning, shredding, and/or deleting records as appropriate after this period unless otherwise specified.

9. Our organization 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.

10. All Vendors providing calibration services must be certified to [ISO 17025](#) (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

11. Counterfeit Item/Process Terms

11.1 Vendor are required to submit to surveys, audits, reviews of product alerts and reviews of quality data to determine the risk of receiving counterfeit parts or parts' potential for receiving counterfeit processing.

11.2 Mantissa maintains a preference to procure from the Original Chip Manufacturers/Original manufacturers (OCM/OM) or OCM/OM supply chain when available. Non-OCM/OM vendors are subject to assessment per 11.1 with 72 hours notice.

11.3 Vendors' purchasing and subcontract management processes must contain/include supply chain traceability to the OCM/OM or aftermarket manufacturer and identify the name and location of all the supply chain intermediaries.

11.4 Non-OCM/OM vendors will supply a Certificate of Conformance with product and are required to test the products to ensure authenticity.

11.5 Vendors' purchasing and subcontract management processes shall specify the flow down of applicable engineering and manufacturing requirements to all sub-tier suppliers.

11.6 Vendors' purchasing and subcontract management process shall require training in detecting and avoiding counterfeit parts.

11.7 [FAR 52.246](#) is hereby flowed down to all vendors.

11.8 When possible and applicable, vendor will require visual inspection to [IDEA-STD-1010](#), Acceptability of Electronic Components Distributed in the Open Market

11.9 Vendors shall require that the occurrences of counterfeit parts be reported as required to GIDEP and industry supported reporting programs.

11.10 Vendor processes shall specify controls to prevent excess and nonconforming parts from entering the supply chain (at sub-tier suppliers) under fraudulent circumstances.

12. When indicated, Vendors will be subject to the terms of this document and the terms indicated in [ASQR-01](#). The terms of ASQR-01 supersede the terms of this document.