1. Sub-Tier Control: The supplier shall be responsible for flow down of all the requirements and provisions of the Evergreen purchase order applicable to the supplier’s sub-contractors. Additionally, the supplier shall comply with special processor requirements when imposed (e.g. – NADCAP, AMS, Customer approvals, etc.)

2. Right of Access: Any Purchase Order that is given directly to a manufacturer, at any time during the performance of this purchase order, your Quality Assurance or Inspection and Manufacturing process are subject to review, verification and analysis by Evergreen Semiconductor Materials, Evergreen’s customers, and / or Government / Regulatory Agency Representative(s). This requirement is applicable to your facilities where Evergreen products and services are processed as well as your sub-tier’s facilities. This “Right of Access” must be flowed down to all of the sub-tiers that you utilize in the performance of the contract.

3. Supplier Non-Conformance Approval Requests: The supplier shall notify Evergreen of non-conforming material. Requests for any deviations from drawings, specifications, or other purchase order requirements must be submitted for consideration by Evergreen in writing. Non-confirming material may NOT be shipped to Evergreen without such written approval. Non-conforming material shipped on an approved non-conformance must be accompanied by a copy of the signed Evergreen approval document.

4. Records Retention: The supplier shall maintain adequate records of all aspects of the fulfillment of the purchase order for a period of not less than 7 years from the closing of the purchase order unless stated otherwise on the purchase order.

5. Certificate of Conformance: All incoming material to Evergreen, ordered directly from the manufacturer shall include the manufacturer’s certificate of conformance.