



Supplier Quality Manual

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1: General Requirements:

This requirement is for suppliers of prototype and production materials and tooling only. These requirements reflect the requirements demanded by IASOI Inc. customers.

1.1 Quality Management System:

As suppliers to the automotive industry, IASOI Inc. suppliers are expected to be registered or working towards the current version of ISO-9000, or ISO/TS-16949.

1.2 Communications:

All suppliers must be capable of transmitting electronic Advance Shipping Notice at least 24 hours in advance of shipping. These are to be sent to Info@Iasoi.com
Supplier communications capability should conform to A.I.A.G. specified guidelines for E.D.I.

1.3 Delivery:

Suppliers will endeavour to meet 100% on time delivery of quantities as specified per purchase order, or releases. Continued or ongoing failure to do so could result in a Non-conformance Report.

Suppliers are responsible for all freight costs incurred due to late shipments including those costs incurred by IASOI Inc. to our customers as a direct result.

Suppliers will keep on hand as a minimum enough purchased goods to cover firm release quantities.

Suppliers must prepare contingency plans (e.g. utility interruption, labour shortages, key equipment failure) to reasonably protect the supply of product in the event of emergency, excluding natural disaster and acts of God.

Supplier must provide packing slips with all shipments indicating a purchase order number, item number, item description, quantity, unit of measure, and number of boxes or skids.

Please be advised that IASOI Inc. uses a 3rd party warehouse. Currently our warehouse is c/o Fort Storage Warehousing and Distribution. Receiving hours are Monday to Friday, 8:30 AM to 4:30 PM. Delivery appointments are required and can be made by phone @ 519-826-9116 or email at mabelc@fortstorage.com

Suppliers are responsible for providing Material Safety Data Sheets and labeling products in accordance to WHMIS legislation.

Material certifications, where requested, are to be sent electronically to info@iasoi.com



1.4 Defective Material:

The Supplier is responsible to ensure delivery of 100% defect free product regardless of the commodity.

The supplier is responsible for all sorting, rework, & return of all rejected materials as indicated on the Non-conformance Report. The supplier is responsible for all premium freight resulting from the above.

IASOI Inc. engineering department must approve any deviation from the drawing or material specifications.

Supplier is responsible for communicating to IASOI Inc. any specifications or dimensional requirements on the drawing, which is beyond the subcontractor's manufacturing capabilities.

It is the supplier's responsibility to contact and coordinate replacement and or rework of all defective stock with IASOI Inc. purchasing at IASOI Inc.'s discretion.

It is the supplier's responsibility when shipping to IASOI Inc. to identify replacement /reworked product or any other requirements designated at the time of rejection

Where specified in the contract, IASOI Inc. or our customer's representative will be afforded the right to verify at the subcontractor's premises and IASOI Inc. premises that the subcontracted product conforms to specified requirements.

Additional sorting cost incurred by IASOI Inc. personnel will be charged back to the supplier at the rate charged to IASOI Inc. or a rate of \$35.00 Cnd. Funds per hour per person, whichever is the lesser amount.

1.5 Containment / Product Identification:

All products must be identified with an AIAG Format label including IASOI Inc. part number if applicable and lot Traceability.

All Products or product with an open Corrective Action Request will need to be 100% verified to meet all requirements and be identified with a Yellow label, sticker or other means agreed upon for the greater of an agreed to quantity of pieces or 3 defect free shipments. IASOI Inc. reserves the right to increase this quantity based on any customer or insurance company imposed requirements on high-risk products.

It is the supplier's responsibility to provide supporting documentation showing the agreed upon defect free quantity of product before being removed from either issue or launch containment and written permission is required from IASOI Inc..

Product that is not properly identified will be subject to rejection through via a Non-conformance Report.



1.6 Tooling Requirements

Final payment for production tooling / fixtures / gauges will be as agreed to by IASOI Inc. and supplier. This may include full PPAP approval and the successful completion of a Run @ Rate from IASOI Inc. and full PPAP approval and payment from our customers.

Tooling is the property of IASOI Inc. and is to be used in the production of components for IASOI Inc. only.

Supplier shall be responsible for the maintenance of the tooling while on the supplier's premises.

Suppliers must identify tooling / fixtures / gauges in its possession by stamping or tagging each tool / fixture / gauge clearly identify IASOI Inc. as owner of same.

1.7 General

Supplier shall provide full traceability of all raw materials used to produce the part. Supplier shall provide a Certificate of Origin upon request from IASOI Inc.

Where applicable supplier agrees to participate in IASOI Inc. quality development programs. In addition, supplier shall comply with all quality requirements and procedures specified by IASOI Inc., as may be revised from time to time, including those applicable to suppliers as indicated in the TS-16949 Standard.

IASOI Inc. reserves the right to alter release schedules based on fluctuations in customer demand. As much time as possible will be provided for all release schedule changes.

Terms shall be as defined under INCO terms and will be negotiated for each program. Typically for domestic suppliers this shall be F.O.B. (Freight on board) delivered to IASOI Inc. C/O Fort Storage Warehousing and Distribution, Guelph, Ontario. Freight, duty and brokerage is considered to be included in the Purchase order price.

For overseas suppliers typically this shall be EXW or Ex works where IASOI Inc. shall be responsible for all freight, duty, brokerage etc.



2: APQP Requirements

Suppliers to IASOI Inc. are required to meet the following requirements:

2.1 Advance Product Quality Planning (APQP)

Based IASOI Inc.'s commitment to ISO/TS-16949 requirements, IASOI Inc. prefers that all suppliers use the Advanced Product Quality Planning (APQP) methodology. This manual is issued to each supplier as a tool to meet the requirements necessary to produce a world-class product.

IASOI Inc.'s Director of Quality is available to reasonably assist, guide, and track all supplier activities through the APQP process. It is the responsibility of all suppliers to ensure proper communication between the supplier and IASOI Inc.'s director of quality.

2.2 Accreditation

IASOI Inc. requires that suppliers meet the following requirements:

ISO-9000 or TS-16949 (latest required edition) Registration

Test facilities or test facilities utilized by a supplier shall be accredited to an internationally or nationally recognized standard such as A2LA.

Have completed and submitted to IASOI Inc. our supplier pre authorization form (Form#2011-Finance-002) and have an IASOI Inc. approved formalized action plan for the eventual second party audit or third party accreditation of their quality system.

2.3 Supplier Conformance

In addition to the APQP and PPAP requirements, select suppliers, at the discretion of IASOI Inc., may be from time to time scheduled for an on-site review of their Quality System conformance to their submitted process and control plan requirements.

2.4 PPAP Package Availability

Every supplier is required to provide a complete copy of every PPAP package to IASOI Inc.



2.5 A.I.A.G. / OEM Requirements:

Where applicable for suppliers to IASOI Inc. of automotive parts it is also the supplier's responsibility to have in their possession the following AIAG Manuals and OEM specific publications:

AIAG CHRYSLER FORD GENERAL MOTORS TOYOTA

Advanced Product Quality Planning & Control Plan

APQP

Design Verification Plan and Report DVP&R (Design Responsible Only)

Product Quality Status Reporting

Failure Mode Effects Analysis FMEA

Packaging and Shipping Instructions

Production Part Approval Process PPAP

Product Assurance Planning Manual PAP

Quality Systems Requirements

TS-16949

Reliability Testing (Design Responsible Only)

3: PPAP Requirements:

3.1 Requirements for Part Approval (PPAP)

Production part approval (PPAP) is always required prior to the first production shipment of product in the following situations:

A new product or subcomponent (i.e., a specific part, material, or colour not previously supplied to IASOI Inc.)

Correction of a discrepancy on a previously submitted part.

Production modified by an Engineering Change to design records, specification, or materials.

Use of another part, optional construction or material that was used in the previously approved part.

Production from new or modified tools, dies, moulds, patterns, etc., including additional or replacement tooling. (except perishable tools)

Production following refurbishment or rearrangement of existing tooling or equipment.

Production following any change in process or method of manufacture.

Production from tooling or equipment transferred to a different plant location or from an additional plant location.

Change of source for subcontracted parts, materials, or services. (e.g. heat-treating, plating)

Product re-released after the tooling has been inactive for volume production for twelve months or more.

The purpose of these requirements is to identify changes that might affect IASOI Inc. or our customer and potentially the end user.



3.2 Requirements for PPAP Submission

The following documents must be completed by the supplier and submitted for approval by IASOI Inc. prior to production:

3.3 Design Records (Product Prints)

Guideline: Based on customer requirements and/or design responsibility

Item of Focus:

Product/Print level, date, and number and/or math data match Part Submission

Warrant (PSW), and other documents as required

All dimensions including basics are “ballooned” for reference to dimensional results

All notes and material matrices are “ballooned” for reference to dimensional results

3.4 Change Documents (as needed)

Guideline: Temporary Authorization for Substitute Parts (Engineering Deviation).

Item of Focus (Initial or Resubmission):

If any dimensions are out of specification, the supplier must include an approved Engineering Deviation Form.

3.5 Design Engineering Approval

Guideline: Customer specific Item of Focus:

Based on customer requirements and/or release of IASOI Inc. / Customer prints or math data.

3.6 Failure Mode Effects Analysis (FMEA), Design (DFMEA)

Guideline: Failure Mode Effects Analysis Reference Manual Item of Focus:

Design Responsible Suppliers Only. Product/Print number, level and date identified on DFMEA

All Special Characteristics addressed in either DFMEA and or FMEA, where best fits

Approved by Engineering

3.7 Process Flow Chart

Guideline: Supplier’s choice of format Item of Focus:

Product/Print number, level and date identified on Process Flow Chart

Links with Control Plan & PFMEA

3.8 Failure Mode Effects Analysis (FMEA), Process (PFMEA)

Guideline: Failure Mode Effects Analysis Reference Manual Item of Focus:

Process Responsible Suppliers

Product/Print number, level and date identified on PFMEA

All Special Characteristics addressed in PFMEA

Links with Control Plan & Process Flow



3.9 Dimensional Results

Guideline: Dimensions, notes and material matrices addressed on dimensional results

Item of Focus:

Product/Print number, level and date identified on results

Dimensional results match "ballooned" design records and/or math data

All dimensions including basics are addressed

All notes and material matrices are addressed

Six (6) piece dimensional results completed for each cavity/tool if multiple cavity/tools are used

3.10 Test Results (Performance and/or Material as required for product)

Guideline: Testing to be completed per specification and/or customer requirements

Item of Focus:

Product/Print number, level and date identified on certification

Date test was completed identified on certification

Results accompanied by specification

Special Characteristics & "Normal" Characteristics use the same criteria for performance/material as shown below in process capability studies - See process capability

3.11 Process Capability Studies

Guideline: Customer specific requirements, PPAP Requirement Manual, and fundamental Statistical Process Control (SPC) Reference Manual

Item of Focus:

Product/Print number, level, date and characteristic identified on results

Ppk calculation used for submission

Sample quantity - customer specified

Number of tools (cavities, dies, molds, etc.)

Special Product/Process Characteristic Criteria

Process Capability Requirements Table

Variable Dimensional Attribute Dimensional Performance or Material Test 25 or more subgroups of data containing at least 100 individual readings from a run of at least 300 pieces. This must be completed for each cavity/tool If multiple cavity/tools are used. (See SQA for Exceptions)

300 pieces minimum from a run of at least 300 pieces. This must be completed for each cavity/tool if multiple cavity tools are used. (See SQA for Exceptions)

3 pieces minimum or what is required by specification; which ever is greater, tested at an approved or accredited source (See SQA for Exceptions)

Full PPAP

Ppk of 1.67 min -OR. process is 100% error proofed (i.e., Special Characteristic is verified 100%)

Full PPAP



- ALL pieces pass approved attribute gage
-OR process is 100% error proofed

Full PPAP

ALL pieces must conform to specification

Rejected PPAP

Ppk below 1.67 or error-proofing is Ineffective

Rejected PPAP

If one part fails gage check or error proofing is ineffective.

Rejected PPAP

If one part fails

Note: Attribute Special Characteristics, must have customer approval

3.12 Measurement System Analysis (MSA) - GR&R

Guideline: MSA Reference Manual

Item of Focus: Product/Print number, level, date and characteristic identified on results

3.13 Qualified Laboratory Documentation

Guideline: Testing to be completed per specification and/or customer requirements

Item of Focus:

Test completed by a nationally or internationally recognized accredited laboratory when required by the customer, (i.e. ISO 17025 or A2LA)

Provide proof of certification

3.14 Control Plan

Guideline: Advanced Product Quality Planning (APQP)

Items of Focus:

Product/Print number, level and date identified on Control Plan All Special Characteristics addressed in Control Plan Flows/links with PFMEA & Process Flow Chart

100% Dimensional & Test Results completed yearly

3.15 Warrant (PSW)

Guidelines: Complete Part Submission Warrant (PSW) as defined by the PPAP Manual

Items of Focus:

Part Number - Customer order number must be used

Engineering Drawing Change Level, Date, and Product Change Notice (PCN) number

Shown on Drawing Number - Drawing number may differ from part number

Weight- Expressed in grams or kilograms to 4-decimal places

Reason for Submission

Requested Submission Level



3.16 Appearance Approval Report (AAR) - Required for appearance parts only

Guidelines: Complete Appearance Approval Report (AAR) as defined by the PPAP Manual

This does not apply as IASOI Inc. does not supply AAR parts.

3.17 Sample Product

Sample product will be submitted to the appropriate IASOI Inc. facility as requested.

3.18 Master Sample

Guidelines: Retain a master sample as defined by the PPAP Manual

Items of Focus:

Retain a master sample for the same period as the production part approval records.

Sample retention requirements may be waived if part size or sheer volume makes storage of master sample difficult.

Bulk material master sample may consist of manufacturing record, test results and certificates of analysis.

3.19 Checking Aids

Certifications and / or calibration of all check fixtures / gages must be on file (not required in PPAP submission)

3.20 Customer Specific Requirements

Guidelines: As defined by the Customer Specific section of the PPAP manual

Items of Focus: Supplier shall have records of compliance to all applicable customer specific requirements.

Notes:

PPAP submissions may be in electronic form via PDF or other format provided signatures, names and dates are clearly visible and easy to read.

The entire PSW packages of sub-suppliers must be kept on-site at the suppliers and be readily available for reference.

Additional information can be found in the production part approval process manual and can be obtained from the A.I.A.G. If the supplier has any questions concerning the PPAP submission, contact the IASOI Inc. Director of Quality. Please note that sample submission will be rejected if the requirements outlined in this manual are not met. For tooling orders, sample approval according to the above process is required before final tooling amount can be remitted to the supplier.



4.0 Product Submission Status:

4.1 Full Approval:

ALL engineering design record and specification requirements have been satisfactorily met

4.2 Conditional Approval:

Product is from production tooling and meets all Appearance, Dimensional, & Test Specifications.

Exceptions/examples: Document missing/incomplete, Capability 1.0 to < 1.67 - Action Plan Required.

Product is not from production tooling or production tooling is off-site, but product meets all customer requirements.

Exceptions/examples: Production tooling not complete or off-site, low volume tooling used, conveyors not in place, automation not complete - Action Plan Required.

4.3 Temporary Authorization To Use Substitute or Nonconforming Parts

(Engineering Change / Deviation):

Product is from production tooling and requires an approved IASOI Inc. / Customer Engineering Change to meet specifications

Exceptions / example: Out of specification

4.4 REJECTED:

Product does not meet required customer specifications



5.0 Supplier - Prototype Product Requirements

The following requirements pertain to prototype submissions during the Design Verification and Prototype builds. These are not production requirements.

5.1 Prototype Control Plan:

Identifies all special characteristic, material specification(s), performance specification(s), and traceability which include lot control and product identification where applicable.

Reference: AIAG Advanced Product Quality Planning

5.2 Control Plan Approval:

Item 1 must be completed, and approved by IASOI Inc. Director of Quality before submitting product

5.3 Prototype Submission:

The following documentation must be completed and provided with each shipment supplied for the prototype build. All documentation must reference the product number and the drawing date/level.

Reference: AIAG Production Part Approval Process (PPAP) Manual

Reference: AIAG Measurement System Analysis (MSA) Manual & AIAG Statistical Process Control (SPC) Manual

4.4 Pre-Production Reports - Where applicable to Automotive parts suppliers

Pre-Production Sample Report (Daimler Chrysler)

GP - 4 (General Motors)

Percent of Inspection Points which Satisfy the Tolerance (P.I.S.T.) (Ford)

Percent of Indices which are Process Capable (P.I.P.C.) (Ford)

5.5 Drawings "Ballooned"

Drawings must be "ballooned" to reference dimensional results

5.6 Dimensional Results

Use AIAG Dimensional Results Form in PPAP manual or a similar form

Sample Size: 6 pcs Frequency: Per Lot/Run (min. 3 pcs / cavity)

All Notes and dimensions are referenced to drawing

Results reported for all dimensions, including basic dimensions

All notes must be addressed on dimensional result report. The results may reference other documents. For example, material is identified on the dimensional result report, and the result would reference the material certification.



5.7 Material Results

Use AIAG Material Test Results Form in PPAP manual, a similar form, or a material cert that satisfies the requirements below

Sample Size: Each Lot / cavity / Run

Certification showing that the material type is within chemical, physical, and/or metallurgical specification

The results MUST show the specification and results (Pass or Fail)

Blanket statements of conformance are unacceptable

5.8 Performance Results

Use AIAG Performance Test Results Form in PPAP manual or a similar form

Sample Size: 3pcs Per Lot/Run or the quantity called out in the specification, whichever is higher. Certification showing that the functional requirements are within specification (burn rates, destructive test, weld test, cycle test, humidity/salt test, etc.)

The results MUST show the specification and results

Blanket statements of conformance are unacceptable

NOTE: Some testing may be waived due to testing on product final assembly, notify IASOI Inc. Director of Engineering & Quality for specific requirements.

5.9 Special Characteristics (Capability Results)

Sample Size: 100% Per Lot/Run

All special characteristics results must be recorded, reported, and traceable to specific product. Statistical analysis must be completed upon request from IASOI Inc.

Results can be attribute or variable - Gauges must be approved by IASOI Inc.

"Assembly" suppliers are responsible to submit the above documentation on the assembled product only. It is the responsibility of the "assembly" supplier to ensure individual components meet specification. IASOI Inc. has the authority to request individual component results.

"Component" suppliers are responsible for all of the documentation on each component that is supplied to IASOI Inc.

5.10 Product Identification

All Prototype and trial material must be identified with a "BLUE" Engineering Sample Tag clearly identifying product as "PROTOTYPE MATERIAL" or "TRIAL MATERIAL".

Any goods or materials not properly identified are subject to rejection via a nonconformance Report. Failure to comply with all prototype requirements will result in one of the following actions, depending on program time constraints:

IASOI Inc. will sort parts at suppliers' cost.

Supplier will come on-site and sort parts.

Parts will be sent to a 3rd party for sort at suppliers cost.

Prototype shipments will be rejected delaying payment of prototype parts and related tooling



6.0: Attachments:

1. IasoI Terms & Conditions
2. Acknowledgement Form
3. Supplier – Vendor pre authorization checklist (Form 2011-Finance-002)
4. IASOI Inc. Contact Information
5. Bailee form for tooling



IASOI Inc.
Standard Terms and Conditions of Purchase or Sale

Terms and Conditions

TERMS AND CONDITIONS

1. **"Seller"** shall mean a business component of IASOI Inc. By purchasing products from Seller, Buyer confirms that the following terms and conditions apply to Buyer's purchase of our products and/or services. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not respond, these terms will be the terms of Seller's agreement. If Buyer does not agree with these terms, please call a Customer Service representative to discuss modifications. Any modifications must be in writing and signed by Seller.
2. **TERMS AND CONDITIONS OF SALES.** Any products Buyer purchases from Seller by electronic, phone, paper or any other form of transmission are sold subject to the following:
 - a. If Buyer already has a fully signed sales agreement currently in effect with Seller, then any term in that agreement that conflicts with these terms and conditions will be applied to Buyer's purchase; the rest of these terms and conditions will otherwise apply.
 - b. If Buyer does not have a fully signed sales agreement with Seller, then the following is Seller's complete contract, which is governed by the substantive law of the province of Ontario. The United Nations Convention on the International Sale of Goods will not apply.
 - c. Unless otherwise expressly agreed in the governing sales agreement, in order to promote the safe and effective use of Seller's material, all material sold by Seller is provided solely for use or consumption by the original purchaser of such material from Seller, and any resale or similar transfer of such material is prohibited and shall constitute a material breach of the governing sales agreement.
3. **PRICE.** Product and service prices are determined by the confirmation Buyer receives from Seller or, in the absence of such confirmation, by Seller's list prices current at the time of shipment. However, in the event there is an increase in the published list price for the Product or service after confirmation of the order, Seller has the right to increase the price accordingly. Unless otherwise stated, prices will be CPT (INCOTERMS 2000) at a facility specified by Buyer (freight and insurance prepaid and allowed) and payment will be due within 30 days of the invoice date. Buyer also agrees to reimburse Seller for Seller's costs of collection should Buyer fail to pay Seller in a timely manner, including interest at LIBOR plus 5%.
4. **DELIVERY.** Any delivery dates Seller quotes are estimates. Seller cannot guarantee delivery on a specific date and variation up to 10% in quantity is acceptable to Buyer. All title and risk of loss or damage passes to Buyer at the time products are transferred to a commercial transportation carrier for shipment except that conveyance of title and risk of loss to products shipped from Canada to locations outside of Canada happens immediately after such products first leave Canadian territory (including its territorial waters and airspace, as applicable). Buyer grants Seller a purchase money security interest in goods Seller sells Buyer and Buyer agrees that Seller may take actions in Buyer's name to perfect that interest as Buyer's *attorney-in-fact*; if Buyer is located in one of those places which recognizes reservation of title, Buyer agrees that Seller retain title to the goods to secure Buyer's payment for them, and Buyer assigns to Seller all proceeds from their sale or pledge. Seller retains ownership of any re-usable packaging.
5. **LIMITED WARRANTY.** Products sold by Seller to Buyer conform to the manufacturers' specifications as set forth in the applicable product certification delivered to Buyer. Buyer will inspect all products Buyer receives for damage, defect or shortage promptly after Buyer receives them, and will give Seller prompt notice of any damage, defect or shortage that Buyer finds. Buyer must give Seller notice of any defect within six months after the date of shipment or the date the products are used, whichever comes first. Seller may, at Seller's option, either replace the products or refund the purchase price. This is Buyer's exclusive remedy for breach of warranty. Buyer should not return products until Seller agrees that Buyer may do so. Should applicable law prohibit this limitation of Buyer's remedies, then Seller agrees that the maximum amount Buyer may claim from Seller is twice the net purchase price Buyer actually paid Seller. **THIS LIMITED WARRANTY IS GIVEN ONLY TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY SUBSEQUENT PURCHASER OR TRANSFEREE OF SELLER'S PRODUCTS. THE ORIGINAL PURCHASER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER PARTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
6. **LIMITATION OF CLAIMS.** Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products or services supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. **SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS OR SERVICES BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY.**
7. **TECHNICAL ADVICE AND OTHER SERVICES.** Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products Buyer buys from Seller and Buyer will not rely on anything on Seller's web site or any statement by Seller about the suitability of products or services Seller provide. Buyer has tested and investigated products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or



processing intended by Buyer and will not make any claim against Seller based on Seller's technical advice, statements, data, services or recommendations.

8. **PATENTS.** Any suggestions Seller makes about possible articles, designs or uses of Seller's products do not give Buyer a license under any patent covering such articles, designs or uses, nor are they a recommendation for use of such products, articles or designs which may infringe any patent. Seller will defend Buyer if there is a claim that Seller's products, as Seller delivers them to Buyer, infringe another person's patents, and if necessary will either refund the purchase price or obtain for Buyer a license under those patents.
9. **EVENTS BEYOND SELLER'S CONTROL.** Seller will not be responsible if Seller cannot perform under this agreement if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including so-called "Acts of God" or "force majeure" events and raw material shortages.
10. **ENVIRONMENTAL COMPLIANCE.** Seller will give Buyer Material Safety Data Sheets ("MSDSs") and Buyer will provide the MSDSs to all those required by law to receive them. Buyer will take such precautions as may be appropriate for hazards identified in the MSDSs and properly manage and dispose of all wastes and residues resulting from Buyer's use of the materials in accordance with applicable laws and regulations. Buyer agrees to dispose of disposable packaging as required by any applicable disposal or recycling laws.
11. **EXPORT CONTROL COMPLIANCE.** Buyer ensures that products, technology or software Buyer receives from Seller are exported by Buyer only in compliance with applicable laws. Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical or biological weapons or ballistic missiles.
12. **ELECTRONIC COMMERCE.** Buyer may not share any password, access code or similar credential which may be issued to it by Seller, and Seller reserves the right to suspend or revoke any such credential. Buyer is solely responsible for ensuring the security and integrity of its ordering process. Any information provided by Seller via any Internet site or electronic communication (i) is subject to correction or change without notice, and (ii) is provided for the sole use of Buyer for purposes of facilitating individual transactions involving the purchase and sale of Seller's products. Buyer agrees that it shall not rely upon any such information for any purpose other than making individual purchases and shall not seek to assert such information against Seller for any other purpose. Buyer specifically agrees that Seller may issue electronic invoices for any purchases of products made using the Internet, e-mail or any other computer-based electronic communications method, and agrees to honor such invoice as if it had been delivered in writing.
13. **TERMINATION FOR DEFAULT.** Either party may terminate any sales agreement upon thirty (30) days' prior written notice, in the event the other party breaches any material term thereof or files bankruptcy; provided, however that during such notice period, the party in default may cure its default and thereby abate the termination; provided, further, that if such default shall require a longer period to remedy, so long as the party in default has taken reasonable steps within such period to commence the curing of the default, the termination shall be abated as long as such steps continue to be taken. If Buyer is in default hereunder or files bankruptcy, Seller may suspend shipments of material without liability to Buyer.
14. **MEDICAL APPLICATION.** Buyer understands that Seller's materials, services or recommendations are not intended for use in any medical application involving permanent implantation in the human body, or any such implantation lasting longer than 29 days, and agrees not to use any of Seller's materials for any such application, or for any other application into which, to Buyer's knowledge, Seller has previously declined to sell material.

Form – 2009-Business-001 – Rev 1



ACKNOWLEDGEMENT FORM

Date: _____/_____/_____

Name: _____

Title: _____

I hereby acknowledge having read, understood and certify our compliance to the intent and scope of the IASOI Inc. supplier quality manual.

Signed: _____



IASOI Inc. Contacts

Name	Title	Email	Phone
Mike Murray	President	mike.murray@iasoi.com	905-703-5869
Sarah Gaio	Operations Manager	Sarah.gaio@iasoi.com	519-400-5084
Gary Petam	Director Quality	Gary.Petam@iasoi.com	647-502-0436
Sharon Murray	Health & Safety	Sharon.Murray@iasoi.com	905-703-5869

Overseas – Contact corporate head office for listing as appropriate



BAILEE RECEIPT IN FAVOUR OF
IASOI Inc.

NAME OF BAILEE _____(the "Bailee.)

DATE _____

ORDER NUMBER _____

The Bailee hereby acknowledges receipt from IASOI Inc. of the goods / materials described on the attached Schedule "A"

(the "Property") in good order and condition.

The Bailee, in consideration of being allowed to use the Property, agrees to comply with the following terms and conditions:

1. The Bailee shall use all reasonable care to protect and preserve the Property from loss or damage and shall be liable for any such loss or damage which may occur while the Property is in the Bailee's possession.
2. All work to be done by the Bailee on behalf of IASOI Inc. shall be done in a good and workmanlike manner in strict accordance with the plans, blueprints and specifications furnished to the Bailee while such Bailee is using the Property.
3. The Bailee agrees to tag or stamp the Property as being the property of IASOI Inc..
4. The Bailee agrees to keep the Property fully insured at their own expense so long as it shall have possession of the Property to an amount not less than the full insurable value thereof with loss, if any, payable to IASOI Inc.. The undersigned will forthwith, on demand obtain and deliver evidence of such insurance to IASOI Inc. or IASOI Inc.'s Insurnace provider as directed bu IASOI Inc..
5. The Bailee agrees to use or operate the property for no other purpose than that which is authorized in writing by IASOI Inc.
6. The Bailee agrees to release IASOI Inc. from all claims for damages or otherwise in any manner whatsoever arising out of or connected with the said bailment and to indemnify and save it harmless of and from all loss, costs and damages (including legal expenses) arising out of or connected with the said bailment whether such loss, costs or damages result from the negligence of the Bailee or otherwise. The within indemnity shall continue in full force and effect notwithstanding the return of the Property to IASOI Inc..
7. The Bailee shall not in any way alter the property or perform any repairs thereto (with the exception of emergency repairs) without the prior written consent of IASOI Inc..
8. The Bailee shall not release custody of the property to any third party without the prior written consent of IASOI Inc..
9. The Bailee agrees to return the Property to IASOI Inc. on demand and acknowledges that it has no title in the Property and will not encumber it in any manner whatsoever and hereby waives any lien claims it may have in the Property, statutory or otherwise. The Bailee agrees that IASOI Inc. or its agent shall have the right to enter the premises of the Bailee and remove the property at any time.



10. The terms and conditions of this Bailee Receipt shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assignors and shall remain in full force and effect until such time as the property has been returned to IASOI Inc..

11. The Bailee agrees to sign such further documents and to do and perform all such further acts and things as may be necessary to give full force and effect to the foregoing.

Authorized Signature _____ Title _____

Witnessed by _____

Dated at _____ this _____ day of
_____ 20_____.

SCHEDULE "A" FORBAILEE RECEIPT IN FAVOUR OF
IASOI Inc.

Tool Number

Tool Description

Associated Part Numbers



Supplier Quality Manual

Controlled By: Quality Manager

Date: December 01 2011 Revision Level: 001

Initial Release: Mike Murray

Document Control: Mike Murray

Controlling Authority: Gary Petam

Controlled By: Quality Manager

END.