

Purchase Order Quality Clauses & Requirements

GENERAL REQUIREMENTS

The general requirements as listed in Section 1 are applicable to all Sonfarrel Aerospace purchase orders as they pertain to the product being purchased.

Purchase Order Specific or unique Quality Requirements imposed will be specifically coded and will be located on the face of the purchase order. These are described in detail in Section 2.

In any case where P.O. specific clauses (POQC's in Section B) are in conflict with the General Requirements in Section 1, The Section 2 requirements shall take precedence.

SECTION 1

1. Sub-Tier Control

The supplier shall be responsible for flow down of all the requirements and provisions of the Sonfarrel Aerospace 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. Notification of Changes

Suppliers chosen to be awarded purchase contracts by Sonfarrel Aerospace have been approved to receive such contracts based upon meeting Sonfarrel Aerospace Quality System requirements and also based upon their capability to provide the product being purchased. Approved Suppliers are required to notify Sonfarrel Aerospace of any changes to the product (including material changes), the process(es) utilized to manufacture the product, any change in the supplier's manufacturing location, and/or to their organization's Quality Management System that may differ from the original conditions of approval.

3. Right of Entry

In addition to the Buyer's right of entry, the Seller agrees to the right of entry for the Buyer's customers or regulatory agencies to all facilities and records relating to the performance of this contract.

4. Suppliers – First Article Inspection

When Sonfarrel Aerospace purchases a part with a supplier for the first time a First Article in accordance with AS9102 is required with the initial shipment. The following items also apply:

A new First Article Inspection shall be performed when:

- a. A dimensional change incorporated by a new drawing revision occurs,
- b. A change in manufacturing source(s), process(es), inspection method(s), location of manufacture, tooling, or materials that can potentially affect fit, form, or function.
- c. A change in numerical control program or translation to another media that can potentially affect fit, form, or function.
- d. A natural or man-made event, which may adversely affect the manufacturing process.
- e. An implementation of corrective action required to complete a previous FAI
- f. A lapse in production for two years shall require an update. This lapse is from the completion of last production operation to the actual restart of production.

It is the supplier's responsibility to maintain the necessary records to assure that First Article Inspection requirements remain current.

5. Non-Conforming Product - If Seller fails to deliver or delivers defective or nonconforming Products, Buyer may:

- a. Accept all or part of the defective or non-conforming Products at an equitable price reduction; or
- b. Reject all or any part of a delivery of defective or non-conforming Products, and demand delivery of conforming Products. All rejected Products shall be shipped to Seller at Seller's expense; or
- c. Make, or have a third party make, all repairs, modifications, or replacements necessary to enable such Product to comply in all respects with Order requirements and charge the expense incurred to Seller; or
- d. Terminate this Order for default in whole or in part.

When Sonfarrel Aerospace elects to perform inspection at a supplier's plant, such inspection should not be used by contractors as evidence of effective control of quality by such suppliers. It does not relieve the contractor of their responsibility for furnishing supplies that meet all specification requirements or for the performance of specified inspections and tests for such material.

Furthermore, acceptance of this purchase order obligates the seller to:

1. Establish and maintain documented procedure for the identification, documentation, evaluation, segregation and for notification to customer of a nonconforming product, and

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2. Evaluate each nonconformance for its potential to exist in previously produced items and notify purchase order holder in writing, within 24 hours of potential or verified non-conformances on items in transit or delivered. Notification shall include the concise description of discrepancy, parts and serial numbers affected, lot numbers, delivered quantities, and delivery dates, and
3. Maintain records of all nonconforming material, assignable causes, corrective actions, and effectiveness of corrective actions for the contractual period specified, and
4. Ensure disposition authority is limited to rework to engineering, or return to customer.

6. Supplier Deviation Request

The supplier shall notify Sonfarrel Aerospace of non-conforming material in writing with-in 24 hours. Requests for any departures from drawings, specifications, or other purchase order requirements must be submitted for consideration by Sonfarrel Aerospace in writing. Sonfarrel Aerospace will in turn either approve or deny approval of the request in writing. Non-conforming material may NOT be shipped to Sonfarrel Aerospace without such written approval. Non-conforming material shipped on an approved non-conformance must be accompanied by a copy of the signed Sonfarrel Aerospace approval document.

7. Corrective Actions

Upon notification from the buyer that material furnished by the supplier is found to be discrepant and Sonfarrel Aerospace requests Corrective Action, the supplier shall notify the buyer within the allotted time frame, in writing, of adequate and acceptable corrective action taken to eliminate the cause of the discrepancy. The Suppliers response shall include;

- (a) Containment Actions taken,
- (b) Root Cause of Defect,
- (c) Corrective Action Taken,
- (d) Action to Prevent Recurrence, and
- (e) Effectivity Point of such Corrective Action.

Objective evidence of all stated corrective actions should be included in the response and may be requested if not provided

8. 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 ten (10) years from the closing of the purchase order unless stated otherwise on the purchase order.

9. Packaging, Handling & Marking

1. In performance of the contract, the Supplier shall assure that all articles are packaged in a manner and with materials necessary to prevent deterioration, corrosion, or damage.
2. When packaging small parts the use of staples is prohibited.
3. The use of Foam 'peanuts' in packaging is prohibited.

10. Shelf Life Materials

Unless otherwise specified on Purchase Order, all shelf-life materials shall be delivered to Sonfarrel Aerospace with a minimum of 90% shelf life remaining. The date of manufacture and expiration dates are required to be on the certification and the packaging.

11. Mercury Free

The use of mercury bearing instruments or equipment is prohibited during the fabrication assembly, testing or any phase of manufacture of any material furnished to Sonfarrel Aerospace.

12. Ozone Depleting Substances

The use of ozone depleting substances must not be allowed in any phase of manufacture of any material furnished to Sonfarrel Aerospace.

13. RoHS/REACH Compliance

All materials and products delivered to Sonfarrel Aerospace must be in compliance to RoHS and REACH requirements unless authorized in writing otherwise. Information on REACH and RoHS compliance is available on the internet.

14. Hazardous Material Communication Requirements

All materials and products delivered to Sonfarrel Aerospace must be accompanied by the appropriate SDS sheet as applicable in accordance with all current State and Federal codes.

15. Inspection Sampling

1. Unless otherwise specified in the Purchase Order and Quality Codes, the Supplier may use sampling procedures.
2. Sampling plans shall be in accordance ANSI Z1.4, with the exception that lot

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acceptance will always be: “accept on zero, reject on one”. Sampling plans other than ANSI Z1.4 must be approved in writing by Sonfarrel Aerospace for usage on ordered product. Sonfarrel Aerospace will not approve any sampling plan which permits lot acceptance with known defectives in the population sample.

16. Calibration System

Supplier shall maintain a calibration system in compliance with either ANSI/NCSL Z540-1, or ISO 17025 latest revision.

17. Foreign Object Prevention and Removal

The supplier shall assure that work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. For guidance see AS9146 Foreign Object Damage (FOD) Prevention Program.

18. Counterfeit Materials

The supplier shall ensure that only new and authentic materials are used in the product delivered to Sonfarrel Aerospace. The supplier may only purchase materials directly from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of material that was not provided by these sources is not authorized unless first approved in writing by Sonfarrel Aerospace. In order to obtain such approval, the supplier must present compelling support for their request (e.g. original manufacturer documentation that authenticates traceability to the original manufacturer), and include in their request all actions to ensure the material thus procured is authentic and conforming.

- The supplier shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the original manufacturer. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the material and must include item level identification factors such as date codes, lot/batch numbers, heat codes, serializations, etc.
- If suspect/counterfeit material is furnished under this purchase agreement, such items shall be impounded. The supplier shall promptly replace such items with items acceptable to Sonfarrel Aerospace and the supplier may be liable for all costs related to impoundment, recall, removal, and replacement. Sonfarrel Aerospace may turn such items over to the authority having jurisdiction for investigation and reserves the right to withhold payment for the items pending results of the investigation.
- Any known (or discovered) incidents of fraud will be reported by Sonfarrel Aerospace to the legal authority having jurisdiction and shall subject the originator of said fraud to any related legal penalties.

19. Conflict Minerals

Sonfarrel Aerospace cannot accept product that contains “Conflict Minerals” as defined below where the source of these minerals originates in the DRC or its surrounding countries.

On August 22, 2012, the U.S. Securities and Exchange Commission (“SEC”) adopted final rules to implement reporting and disclosure requirements related to “conflict minerals,” as directed by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The rules require manufacturers who file certain reports with the SEC to disclose whether the products they manufacture or contract to manufacture contain “conflict minerals” that are “necessary to the functionality or production” of those products.

“Conflict minerals” refers to **gold**, as well as **tin, tantalum, and tungsten**, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. The intent of these requirements is to further the humanitarian goal of ending violent conflict in the Democratic Republic of the Congo (DRC) and in surrounding countries, which has been partially financed by the exploitation and trade of conflict minerals. To ensure compliance with these requirements, each manufacturer in the supply chain must request information regarding the use of conflict minerals from their direct suppliers, who, in turn, must solicit that information from the next tier of suppliers, & etc. through the entire supply chain.

Suppliers to Sonfarrel Aerospace may be contacted and requested to substantiate the source of products that may contain the minerals listed above.

20. Domestic Specialty Metals Requirement

Any specialty metals as defined in DFARS 252.225-7014 Preference for Domestic Specialty Metals – must originate from a domestic melt source.

21. Customer Approved Sources

Supplier shall check Sonfarrel Aerospace Purchase Orders for any specific customer approved sources requirements (e.g. D1-4426 Boeing, NADCAP, Lockheed QCS-001...etc).

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22. Product Safety & Ethical behavior

The supplier must ensure that employees are aware of: their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. For guidance see below:

Supplier shall comply with the Aerospace Industries Association of America (AIA) *Global Principles of Ethics in the Aerospace & Defense Industry*, available for review here: <http://asd-europe.org/business-ethics>

SECTION B

SPECIFIC REQUIREMENTS PURCHASE ORDER QUALITY CLAUSES (POQC's)

QA 01. Special Process Approvals

Special Process sub-tiers such as welding, heat treating, plating, coating, nondestructive testing, etc. must be performed by sub-tiers that have been approved by Sonfarrel Aerospace Customers, and/or hold NADCAP approval. If this POQC is imposed, the purchase document should define which actual approval(s) are required. If this definition is not included on the purchase order – the Supplier must contact the Sonfarrel Aerospace buyer for guidance prior to any special processes being performed.

QA 02. Quality Assurance System Requirements

[Should suffix b), or c) not be specified, a) is the default requirement]

- a) Suppliers shall maintain a Quality System program as approved by Sonfarrel Aerospace.
- b) Supplier shall maintain a Quality Program in compliance with ISO9001 or AS9100 requirements.
- c) Suppliers shall be Third Party Registered to ISO9001 or AS9100.

QA 03. Source Inspection by Sonfarrel Aerospace

When this POQC is imposed, the Sonfarrel Aerospace Quality shall perform evaluation/acceptance of product at the supplier's facility. Notify the buyer prior to shipment of this order to coordinate this inspection.

QA 04. Source Inspection by Gov't Inspection by Gov't Agency or Sonfarrel Aerospace Customer

- a. Mandatory GSI - Government inspection is required prior to shipment from your plant. Promptly notify the Government Representative who normally services your plant so that appropriate planning for Government Inspection can be accomplished. On receipt of this order, promptly furnish a copy to the Government Representative who normally services your plant. In the event the representative or office cannot be located contact the cognizant Sonfarrel Aerospace buyer immediately. If this POQC is imposed, Sonfarrel Aerospace shall reference the Government Contract number on the face of the purchase document as well as furnish a copy of the contract.
- b. Sonfarrel Aerospace Customer Source Inspection is required at your facility – At least 48 hours prior to completion of the order, notify the buyer so that arrangements can be made for a Customer Quality Source Inspector to visit your facility and perform a source inspection.

QA 05. Certificate of Conformance

The supplier shall furnish a Certificate of Conformance (C of C) with each shipment of each item listed on this purchase order. As a minimum, the C of C shall include the following information:

A) For suppliers of metallic raw materials and/or suppliers of components produced from metallic raw materials:

- 1. The Sonfarrel Aerospace purchase order number.
- 2. Part number and revision level.
- 3. A reference to all applicable specifications as listed on P.O. or drawings.
- 4. Quantity and U/M of items shipped.
- 5. Name and address of manufacturer/processor.
- 6. Date of Certification.
- 7. Country of Origin
- 8. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL DRAWINGS, SPECIFICATIONS, PROCESSES, AND/OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
- 9. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

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B) For suppliers of components produced from synthetic, resin, or polymer based raw materials:

1. The Sonfarrel Aerospace purchase order number.
2. Part number and revision level.
3. A reference to all applicable specification and/or processes as listed on P.O. or drawings.
4. Quantity and U/M of items ship
5. Name and address of manufacturer.
6. Compound number, Batch and/or Lot number and Cure date.
7. Date of Certification.
8. Country of Origin
9. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL DRAWINGS, SPECIFICATIONS, PROCESSES, AND/OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
10. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

C) For suppliers of chemicals used as ingredients for compounding, adhesives, primers, fabrics, cleaners, etc., for the processing of Sonfarrel Aerospace manufactured products:

1. The Sonfarrel Aerospace purchase order number.
2. Material designation, Batch and/or Lot No.
3. A reference to all applicable specifications and/or processes as listed on P.O. or drawings **OR** if none apply, to the manufacturers published technical data sheets/specifications.
4. Quantity and U/M of items shipped.
5. Name and address of manufacturer.
6. Date of manufacture.
7. Shelf life. (Age controlled materials only.)
8. Material expiration date. (Age controlled materials only.)
9. Storage temperature requirements. (If applicable.)
10. Date of Certification.
11. Country of Origin
12. The statement; "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL DRAWINGS, SPECIFICATIONS, PROCESSES, AND/OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCE PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
13. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

D) For suppliers of mixed finished compounds and/or master batches.

1. The Sonfarrel Aerospace purchase order number.
2. Material designation, Batch and/or Lot No.
3. Any referenced Material Specification(s) indicated on the purchase order.
4. Quantity and U/M of items shipped.
5. Name and address of manufacturer.
6. Date of manufacture.
7. Shelf Life & Expiration Date
8. Date of Certification.
9. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL SPECIFICATIONS OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
10. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

E) For suppliers performing or subcontracting manufacturing/inspection processes such as; plating, anodize, chemfilm, x-ray, penetrant, heat treat, welding, etc.:

1. The Sonfarrel Aerospace purchase order number.
2. Part number and revision level.
3. Quantity and U/M of parts shipped.
4. Each process/test performed.
5. Each process specification and revision level.
6. For N.D.T.- each test specification and revision level.
7. For N.D.T.- each test acceptance standard, revision level, and acceptance level.
8. Process approval number if issued by a certifying agency.
9. Name and address of process/test source (if subcontracted).

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10. Date of certification.
11. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL SPECIFICATIONS, DRAWINGS, OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER."
(Reasonable variations of this statement are acceptable as long as the content concurs.)
12. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

F) For suppliers that have processed or manufactured product from Sonfarrel Aerospace supplied materials:

1. The Sonfarrel Aerospace purchase order number.
2. Part number and revision level.
3. Quantity and U/M of parts shipped.
4. Name and address of manufacturer.
5. Date of Certification.

6. The statement: "WE HEREBY CERTIFY THAT ALL PRODUCTS FURNISHED UNDER THIS PURCHASE ORDER WERE MANUFACTURED FROM SONFARREL AEROSPACE SUPPLIED MATERIAL." (Reasonable variations of this statement are acceptable as long as the material no. and batch/lot no. appear.)
7. MATERIAL NO: _____.
8. BATCH/LOT NO: _____.
9. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

QA 06. Chemical & Physical Test Reports Required (C of A)

The supplier shall furnish a copy of a certified test report with each shipment for each item listed on this purchase order. As a minimum, the test report shall include the following information:

A) For suppliers of metallic raw materials and/or suppliers of components produced from metallic raw materials, one of the following test reports shall accompany the shipment:

1. A certified copy of the actual producing mill's test report, or
2. A certified copy of an accredited laboratory's test report, or
3. A certified copy of the distributor's test report.

These test reports must contain the following:

1. The name of the producing mill.
2. The material specification and revision level.
3. The raw material heat/lot number.
4. The actual quantitative results of all lot acceptance testing as required by the raw material specification (i.e. – chemical, physical, and metallurgical).
5. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized mill, laboratory, or distributor representative.

NOTE: In addition to the above, some type of **traceability** is required to be maintained In order to tie-together our purchase order, the supplier C of C, and the material test report.

(example: the Mill Heat/Lot number must be referenced on the supplier C of C furnished against the Sonfarrel Aerospace purchase order number)

B) For suppliers of components produced from synthetic, resin, or polymer based raw material:

1. The Sonfarrel Aerospace purchase order number.
2. Part number and revision level.
3. A reference to all applicable specifications as listed on P.O. or drawings.
4. Quantity and U/M of items shipped.
5. Name and address of manufacturer.
6. Compound No., Batch and/or Lot No., and Cure date.
7. Date of Certification.
8. The actual quantitative results of all lot acceptance testing as required by the raw material specification.
9. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL DRAWINGS, SPECIFICATIONS, PROCESSES, AND/OR OTHER REQUIREMENTS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
10. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

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C) For suppliers of mixed finished compounds and/or master batches and/or base gums.

1. The Sonfarrel Aerospace purchase order number.
2. Material designation, Batch and/or Lot No., and Mix date.
3. A reference to all applicable specifications as listed on P.O. or drawings.
4. Quantity and U/M of items shipped.
5. Name and address of manufacturer.
6. Date of Certification.
7. The actual quantitative results of all Lot/Batch Acceptance or Quality Control testing as required by the material specification** or as indicated on the purchase order.
8. The statement: "WE HEREBY CERTIFY THAT ALL MATERIALS FURNISHED CONFORM TO ALL SPECIFICATIONS AS STATED ON THE ABOVE REFERENCED PURCHASE ORDER." (Reasonable variations of this statement are acceptable as long as the content concurs.)
9. The ORIGINAL signature (Electronic signatures are acceptable) of an authorized company representative.

** - Should Sonfarrel Aerospace require Full Qualification/First Article Testing be performed, this will be indicated in the purchase order verbiage.

QA 07. Sonfarrel Aerospace Furnished Materials

Items manufactured under this purchase order agreement shall be fabricated from Son furnished material. The supplier shall not substitute, rework, or dispose of Sonfarrel Aerospace furnished material in any way, except as allowed for or instructed to do so in writing. Unused material must remain properly identified and returned with the last shipment of fabricated parts, unless instructed otherwise.

Any non-conforming product resulting from this outside processing must be clearly identified as non-conforming and separately packaged for return and disposition at Sonfarrel Aerospace. (Also see C of C requirement in QA 05).

QA 08 Domestic Material Requirements

All material used for fulfilling this purchase order must be from domestic stock and wholly manufactured and processed within the borders of the UNITED STATES OF AMERICA. The BUY AMERICAN ACT, FAR 252.225-3, dated January 1989 (In accordance with FAR 25.109[d], applies.