




<b>Document Name:</b> Purchase Order and Receiving Clauses				<b>Rock West</b> 
<b>Document No:</b> RWC-QA-161	<b>Date:</b> 2025-12-16	<b>Revision:</b> D	<b>Page:</b> Page 1 of 85	

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**NOTE: PO requirements take precedence over this document in the event of conflict**

## **PURCHASE ORDER CLAUSES**

<b>Clause</b>	<b>Description</b>
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### **P01 Age Sensitive Product**

Materials procured on this order are considered age sensitive (i.e., resins, adhesives, paints, etc.). Seller is required to mark the date of manufacture and expiration date on all material related quality documents.

75% or more of the product's baseline shelf life shall be remaining upon receipt to be accepted by Rock West Composites.

### **P02 Precision Parts**

These are precision parts produced at significant cost and shall be handled with care and packaged adequately to prevent damage. No nicks, dents or scratches will be accepted.

### **P03 SDS Sheet**

Seller is required to provide a product- "Safety Data Sheet" (SDS) that meets current OSHA hazard communication standards on all potentially hazardous chemicals or materials that are being delivered to Rock West Composites.

### **P04 Traceability & ID**

Material to be marked and traceable to manufacturing lot/batch and purchase order.

### **P05 Unique Identification (UID)**

Each individual item is to be identified with the specific identification requirements per purchase order and drawings.

### **P06 Physical Material ID**

Seller is required to identify each piece of physical material being shipped with information from the purchase order. The information required is: (a) the part number; (b) the revision level of the part number; (c) the lot/batch number, where applicable.


### **P07 Exact Quantity**

Quantity of delivered product shall match the quantity on the purchase order exactly. Excess or insufficient quantity is not allowed.

### **P08 DELETED**

### **P09 40°F Cold Storage Required**

Product shall be shipped at 40°F or below and shall be accompanied by a calibrated temperature monitoring device.

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**P10 0°F Cold Storage Required**

Product shall be shipped at 0°F or below and shall be accompanied by a calibrated temperature monitoring device.

**P11 Certificate of Conformance Required**

Certificate of Conformance shall be provided with each shipment either on their packing list or attachments. The certificate of conformance shall be dated and bear the signature and title of an authorized supplier representative, stating that the materials furnished to Rock West Composites are in conformance with the applicable requirements of the contract, drawings, and specifications. The certificate of conformance shall validate that the form, fit, or function of the part has not changed since the part was purchased. It shall also state that the supporting documentation is on file and will be made available to Rock West Composites or any regulatory or statutory agency upon request.

The certificate of conformance shall state, at a minimum where applicable, the:


- Supplier's full name and address
- Rock West Composites' purchase order number
- Part number
- Part revision level
- First article inspection report number
- Serial numbers
- PO quantity
- Quantity shipped
- Lot/Date code
- List any authorized repair or use-as-is nonconformances
- Name of supplier's subcontractor and description of product(s), service(s), and/or process(es) provided
- Product weight
- Authorized signature and date

**P12 Accredited and Certified Quality Management System Required**

Evidence of a nationally accredited Quality Management System (QMS) is required for Rock West Composites to accept delivery of this purchase order. The specific certification (e.g., ISO9001, AS9100, ISO17025) shall be noted on the Purchase Order when required. Suppliers and their subcontractors shall comply with the most current version of the standard unless otherwise stated on the Purchase Order.

**P13 Notification of Nonconforming Output**

When a nonconformance is determined to exist or is suspected to exist on products, services, and/or processes provided to Rock West Composites under Contract by Rock West Composites' supplier or their subcontractor, supplier shall provide notice to Rock West Composites within three (3) business days (24-hours is preferred). Supplier shall notify Rock West Composites' Buyer by providing (e.g., emailing) their nonconformance report detailing, at a minimum, the purchase order and line-item number, part/service/process number or equivalent including revision level and/or date as applicable, should be and as-is condition, and containment actions taken. If the supplier does not have a media that complies with Rock West Composites' requirements, a form may be provided by Rock West Composites' quality assurance representative for submittal.

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**P14 Approval for Nonconforming Output Disposition**

Supplier shall maintain a documented process that identifies and controls nonconforming outputs and shall take prompt and effective action to correct and prevent recurrence of nonconformities, including those at the supplier's subcontractors. Reports of acceptance/qualification level test failures regardless of proposed disposition shall be submitted within twenty-four (24) hours of nonconformance determined. If supplier is uncertain as to the effect of the nonconformity on customer-specified requirements, contact Rock West Composites' Buyer.

The approval of Rock West Composites shall be obtained for dispositions of use-as-is or repair prior to shipment unless otherwise agreed upon with the Rock West Composites' Buyer.

**P15 Notification of Changes**

Rock West Composites shall be notified of changes in product and/or process, substitution of material components, changes of suppliers, and changes of manufacturing facility location before implementing such changes on product supplied on this purchase order. Notification shall be provided by email to Rock West Composites' Buyer within five (5) business days to allow Rock West Composites' Buyer time to act on the change, as required.

**P16 Flow Down of Requirements**

Supplier and processors shall flow down all applicable requirements to all sub-tier suppliers and/or processors.


**P17 Records Retention**

The supplier and their subcontractor(s) shall retain all records and documented information that demonstrates evidence of conformance to specified Purchase Order requirements for a period of ten (10) years unless otherwise stated on the Purchase Order. Records and documented information shall remain legible, readily available, and retrievable and shall be made available on a timely basis to the Buyer, Buyer's customer, or regulatory agencies upon request. The Buyer may request delivery of such records and documented information at no additional cost.

The supplier shall receive written approval from Rock West Composites' Buyer or Quality Representative prior to destruction of any records regardless of the required retention period. The method of destruction shall prevent any inadvertent release to any other entities.

**P18 Right of Access and Data Clearances**

Right of access and data clearances to the applicable areas of the facility involved in the fulfillment of this order at any level of the supply chain shall be granted by the supplier and their subcontractors to Rock West Composites, Rock West Composites' customer(s), and regulatory authorities within five (5) business days of the request. The method of data clearance shall be done to protect national security in accordance with NIST 800-171 requirements.

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**P19 Corrective Action**

Upon request from Rock West Composites' quality assurance representative, a corrective action shall be provided to the supplier when the supplier or their subcontractor is responsible for a determined nonconformity.

Supplier or their subcontractor shall:

- determine corrective action required to prevent cause recurrence within fifteen (15) business days of Rock West Composites' request to provide corrective action,
- implement the corrective action within fifteen (15) business days of determining the required corrective action, and
- provide objective evidence of corrective action effectivity within fifteen (15) business days of implementation.

Supplier or their subcontractor may request relief time from Rock West Composites' quality assurance representative. Rock West Composites' reserves the right to enforce the timeline stated or to provide relief. If dates are stated on the corrective action flowed to the supplier or their subcontractor, those dates shall supersede this clause.

Completed corrective actions shall be provided to Rock West Composites' quality assurance representative using supplier's or their subcontractor's corrective action media. If the supplier or their subcontractor does not have a corrective action media, a form may be provided by Rock West Composites' quality assurance representative for submittal. Rock West Composites' quality assurance representative shall review and provide final approval or rejection of corrective actions issued to supplier.

Failure to provide timely and/or effective corrective actions may result in loss of Rock West Composites' supplier approval.


**P20 Special Process Controls**

Where special processes are to be performed in the execution of this order, the special processes to be used shall be performed by Rock West Composites' approved sources. Sources shall be provided by Rock West Composites. Special processes are defined in the AS9100D international standard as processes where the resulting output cannot be verified by subsequent monitoring and measurement and, as a consequence, deficiencies become apparent only after the product is in use or the service has been delivered. Common examples of special processes include coatings applications including plating and welding processes.

It is highly recommended that the supplier and their subcontractors be Nadcap certified for the special process being performed, but certification is not required unless otherwise stated on the Purchase Order.

**P21 First Article Inspection per AS9102**

Full 100% inspection of all dimensions is required on the first article. A first article inspection report shall be supplied to Rock West Composites' quality assurance representative indicating actual values of all dimensions. The first article inspection report shall be documented per the AS9102 standard. Inspected first article shall be clearly marked and segregated if shipped with other production articles. All rules regarding the AS9102 standard apply. Suppliers or their subcontractors shall comply with the most current version of the AS9102 standard unless otherwise stated on the Purchase Order.

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**P22 Confidentiality**

All products on this purchase order and related information, including drawings, are confidential and proprietary data originated by Rock West Composites. All design, manufacturing, reproduction, use, and sale rights are expressly reserved. The recipient agrees by accepting this Purchase Order not to supply or disclose any information regarding it to any unauthorized person or to incorporate this data into any other design or use thereof. All patent rights are expressly reserved.

**P23 Out-Time History Required**

Product shall be shipped with a record of recorded out-time, including monitoring during shipment via temperature recorder contained with product.

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**P24 Counterfeit Materiel Prevention**

Rock West Composites is committed to preventing counterfeit materiel from entering the supply chain and requires its suppliers and subcontractors do the same.

Counterfeit materiel is defined as materials, parts, assemblies, or other procured items that:

- Have been confirmed to be a copy, imitation, or substitute that has been represented, identified, or marked as genuine, and/or altered by source without legal right with intent to mislead, deceive, or defraud
- Are an unauthorized copy or substitute of an Original Equipment Manufacturer (OEM) item
- Are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture
- Do not contain proper external or internal materials required by the OEM or are not constructed in accordance with OEM design and manufacture
- Have not passed all OEM required testing, verification, validation, screening, and/or quality control processes


Rock West Composites suppliers and sub-tier suppliers shall take appropriate measures to prevent suspect counterfeit or counterfeit materiel from entering the supply chain by:

- Procuring directly from the OEM
- Utilizing an OEM authorized supplier (shall provide OEM cert)
- Procuring from a customer directed source
- Ensuring that the supplier can provide:
  - OEM certs
  - Sufficient records providing unbroken supply chain traceability to the OEM
  - Test and inspection records demonstrating the item's authenticity
- Verifying raw material requirements as provided on the OEM cert
- Verifying requirements of Commercial Off the Shelf (COTS) products as provided on the certificate of conformance or other deliverable documentation

The supplier shall segregate and control suspect counterfeit or counterfeit materiel to ensure removal from the supply chain.

The supplier shall report suspect counterfeit or counterfeit materiel to the appropriate authorities including Rock West Composites' quality assurance representative when suspect counterfeit or counterfeit materiel are found by the supplier. Reporting shall occur in a timely fashion recommended no more than forty-eight (48) hours after determination.

It is highly recommended that the supplier and their subcontractors maintain a counterfeit materiel prevention program in accordance with AS6174 and/or AS5553 as applicable to the organization, but compliance to AS6174 and/or AS5553 is not required unless otherwise stated on the Purchase Order.

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**P25 Acceptance Authority Media (media used to record the status of tasks/operations)**

The supplier will assure that:

- Processes are accomplished prior to signing the process documentation (“stamp/sign as you go”)
- Processes are performed by those that are qualified/trained
- Assure that documentation is complete and corrected per industry standards
- Stamps used to approve product are appropriately controlled to prevent unintended/unapproved usage
- Staff is trained on the above criteria

**P26 Communication**

All communication regarding any Purchase Order from Rock West Composites shall flow through the suppliers assigned Buyer and/or Rock West Composites Quality. At no time “unless formally instructed by Rock West Composites in advance” shall any supplier contact Rock West Composites’ customer regarding any work covered by a Rock West Composites Purchase Order. If Rock West Composites’ customer contacts the supplier regarding any work covered by a Rock West Composites Purchase Order, Rock West Composites shall be notified immediately.

**P27 Foreign Object Debris/Damage (FOD) Prevention**


Supplier shall maintain a Foreign Object Damage/Foreign Object Debris (FOD) Prevention program that is capable to ensuring that product, service, and/or process provided to Rock West Composites is free from FOD.

It is highly recommended that the supplier and their subcontractors maintain a (FOD) prevention program in accordance with AS9146, but compliance to AS9146 is not required unless otherwise stated on the Purchase Order.

**P28 Awareness**

Supplier shall ensure that persons doing work under the organization’s control are aware of, as applicable to the organization:

- the quality policy and relevant quality objectives
- their contribution to the effectiveness of the quality management system, including the benefits of improved performance
- the implications of not conforming with the quality management system requirements
- relevant quality management system documented information and changes thereto
- their contribution to product, service, or process conformity
- their contribution to product safety
- the importance of ethical behavior

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**P29 Traceability Requirement**

Raw material shall be accompanied by documentation indicating chemical composition and/or actual physical properties identifiable to each lot, batch, or heat treat lot demonstrating that the raw material complies with the requirements of the applicable drawings and specifications. Documentation shall be kept on file (in accordance with P17) *and* submitted with the shipment. Documentation shall be validated by an authorized supplier representative. There shall be clear links that tie the entire certification package of the shipment together.

**P30 External Provider Performance**

Supplier's (i.e., External Provider) performance is essential to Rock West Composites' ability to deliver quality products, services, and processes on-time to our customers. Rock West Composites expects suppliers to have a cumulative score greater than or equal to 90% (see weighted scoring method in table below). Quality is measured by the supplier's ability to meet all contractual flow downs. On-time delivery is measured by the supplier's ability to deliver products, services, and/or processes to Rock West Composites dock/POC by the expected delivery date on the purchase order. Additional performance metrics that affect supplier status at Rock West Composites include responsiveness, cost, lead time, technical expertise and support, supplier evaluation from objective and reliable external sources including customers of supplier, Rock West Composites personnel experiences in doing business with the supplier, and the quantity of supplier corrective actions issued completed on-time versus late.


Score	Weight	Measurement
<b>Quality</b>	40%	QTY Line Items Received and Accepted v. Rejected
<b>On-Time Delivery</b>	40%	QTY Line Items Received Prior to, On the Expected Delivery Date, 1-7 Calendar Days After the Expected Delivery Date, or as approved by the Buyer v. 8+ Calendar Days After the Expected Delivery Date
<b>General</b>	10%	Defaulted at 100% unless additional performance metrics receive negative feedback from Buyers
<b>SCARs</b>	10%	QTY SCARs per Line Item Completed On-Time v. Completed Late

Suppliers will receive one of the following statuses based on their yearly measured performance (i.e., January to December of the same calendar year resetting each year). Status of "Approved" is ideal for suppliers. Status of "Conditional" permits Rock West Composites' Buyers to proceed at risk unless quality is an issue. Status of "Disapproved" permits Rock West Composites' Buyers to proceed with Quality Manager approval only.

Status	Purchase Status Description
<b>Approved</b>	Suppliers earn a status of "Approved" if their cumulative score is greater than or equal to 90%.
<b>Conditional</b>	Suppliers earn a status of "Conditional" if their cumulative score is less than 90% and greater than or equal to 75%.
<b>Disapproved</b>	Suppliers earn a status of "Disapproved" if their cumulative score is less than 75%.

Not all suppliers will be regularly provided a scorecard demonstrating their performance as measured by Rock West Composites. Failure to meet performance requirements may result in corrective action request and/or change in supplier's status on the approved supplier list.



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**P31 100% End Item Inspection**

Full 100% inspection of all dimensions is required on all deliverable parts or on a lot sampling basis per ISO 2859 or MIL-STD-1916 with written Rock West approval. A dimensional inspection report against a bubbled drawing that quantifies all non-reference dimensions, quantifies values respective to any geometric and dimensioning callouts, and shows compliance to all notes is required. The inspection report shall be documented in whatever format is appropriate. Inspection report shall call out the relevant serial number. If inspection is performed on a lot basis the report shall clearly indicate the serial number inspected and the serial numbers that are represented in that lot.

Exercise of this P-clause implies exercise of P32 for part serialization.

The inspection report shall be physically provided with the product and/or electronically via secure file share in accordance with NIST 800-171 to Rock West Composites' Buyer or quality assurance representative. Electronically provided is preferred.

**P32 Part Serialization**

Parts shall be serialized and controlled to the revision against which they are built. Serialization shall be a three (3) digit number starting from 001 and increments by one (1) regardless of revision unless otherwise contractually flowed. Parts shall be permanently labeled and/or bagged and tagged in a manner that allows for differentiation upon delivery.

The purchase order, drawing, specifications, or other contractually flowed documented information's serialization method requirement supersedes the serialization methods stated per this clause.

**P33 Test Report Required**


The test report shall include the following, at minimum:

- Company and site performing the test
- Individual performing the test
- Part numbers and serial numbers of parts test
- Any relevant specification to the test (e.g., ASTM or per part drawing)
- Relevant environmental information (temperature, humidity, etc.)
- Relevant test results
- Signature of authorized reviewer and/or performer

For structural or coupon tests, the following shall also be provided as part of the test report:

- Pictures of the test setup
- Pictures of the coupons prior to testing
- Pictures of the coupons after testing is complete

The test report shall be physically provided with the product and/or electronically via secure file share in accordance with NIST 800-171 to Rock West Composites' Buyer or quality assurance representative. Electronically provided is preferred.

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**P34 Analysis Report Required**

The analysis report shall include the following, at minimum:

- Company and site performing the analysis
- Individual performing the analysis
- Part numbers subject to the analysis report
- Documentation of all properties used for the analysis with cited sources or reasonable backup
- Analysis results for all required cases with calculated margins
- Signature of reviewer and/or performer

The analysis report shall be provided electronically via secure file share in accordance with NIST 800-171 to Rock West Composites' Buyer or quality assurance representative.

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<b>P35</b>	<b>End Item Data Package</b>
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The supplier shall provide an end item data package (EIDP) for product final acceptance. The EIDP shall include, at a minimum, the following where applicable:

- Supplier's Certificate of Conformance per P11
- Certificate of Conformance from sub-tier suppliers which contain the sub-tier supplier's name, location, contract number, part number and revision, and serial number
- Specification and/or drawing number and revision
- As-built configuration, including a parts list identifying all part numbers, revisions, serial numbers, lot numbers, quantities, manufacturer, consumed materials, and life limiting information such as shelf-life or number of cycles
- Proof of conformance to defined characteristics and source traceability of the raw material, including but not limited to, serial number, lot number, batch number, heat lot, country of origin, and any applicable requirements imposed by drawing, specification standards, or this purchase order
- Incorporated engineering change notices
- Type of inspection performed, equipment calibration log, and recorded results
- All acceptance or qualification test data and reports
- Total quantity of items tested, quantity of items accepted, and quantity of items rejected
- Recorded part mass
- Applicable Government-Industry Data Exchange Program (GIDEP) alerts, waivers, deviations, and incident reports

Buyer will refuse to accept the item if the supplier fails to submit certifications, documentation, test data, or reports required by this purchase order. Documentation will include evidence of Buyer's source inspection (if source inspection is performed). Written approval shall be obtained from the Buyer for any deviations to the EIDP and shall be provided with the EIDP.

The EIDP shall be physically provided with the product and/or electronically via secure file share in accordance with NIST 800-171 to Rock West Composites' Buyer or quality assurance representative. Electronically provided is preferred.

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<b>P36</b>	<b>Instrumentation Calibration Service</b>
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Instrumentation calibration service shall be performed by the original equipment manufacturer (OEM), supplier, or supplier's subcontractor in accordance with a nationally or internationally recognized standard (e.g., NIST). ISO 17025 accreditation is preferred.


The Buyer shall be notified by email within two (2) business days prior to shipping or returning the instrument if a minimum test accuracy ratio of 4 to 1 is not achieved.

The supplier shall provide a copy of the calibration reports for each item by asset ID and/or serial number.

The calibration report shall include, at a minimum:

- Part number
- Serial number
- Actuals (as requested)
- Measurement uncertainty
- Environmental conditions
- Traceability for standards and equipment used during the calibration service
- Name or unique identifier of the person performing the calibration service
- Date of issue on the report
- Date of calibration performance
- As-found (if applicable) and as-left condition data

The calibration report shall be physically provided with the product and/or electronically via secure file share in accordance with NIST 800-171 to Rock West Composites' Buyer or quality assurance representative. Electronically provided is preferred.

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**P37 Source Inspection**

Buyer source inspection shall be performed as specified in the purchase order (e.g., in-process, final, testing). If no specific in-process inspection points are noted within this purchase order, only the end item will be inspected prior to final packaging and delivery.

Supplier shall furnish reasonable facilities and assistance, including contract documentation, quality records, and related data for the safe and efficient performance of the Buyer's source inspection.

Source inspection cannot be waived through verbal coordination. Source inspection can be waived through waiver or email coordination or update to the purchase order to remove this clause.


Supplier shall notify Buyer at least five (5) business days in advance of any proposed source inspection. Buyer source inspection does not preclude subsequent inspection, nor does it relieve the supplier of the responsibility to provide acceptable product. Source inspections may include Buyer personnel or contractors in addition to the Buyer's customer representatives and/or regulatory authorities.

Supplier shall include a copy of the Buyer's completed source inspection checklist with the shipping documentation package that accompanies the parts unless written waiver/email or deferral from Rock West Composites' Buyer or quality assurance representative directs otherwise. Any written waiver/email or deferral shall be included with the shipment.


**P38 Packaging and Shipment**

Good, accepted packaging practices that maintain product conformance and integrity through delivery are required for product shipped to Rock West Composites. Examples of good, accepted packaging practices includes, but is not limited to:

- Hardware is fully enclosed with packaging materials such as bubble wrap, foam, or other.
- Hardware does not come into direct contact with shipping container.
- Container can reasonably protect hardware while in transit (e.g., hard shell, wood crate, cardboard box, box in a box).
- Hardware and packaging materials are compatible.
- Environmental conditions are considered, and action taken as required to ensure product conformity while in transit (e.g., package can withstand rain).
- Hardware does not get contaminated or foreign object damage/debris (FOD) incorporated.
- Buyer flow downs per the purchase order are met (e.g., barrier, cushioning, packaging, including environmental packaging requirements flowed).

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Clause	Description
<b>P39</b>	<b>U.S. Sourced</b>
<p>This item requires U.S.-sourced material. The Supplier shall ensure that all raw materials, parts, and products furnished under this order are melted, produced, or manufactured in the United States, in compliance with applicable domestic preference statutes and regulations (including, but not limited to, the Buy American Act and DFARS §§ 225.7000 et seq., as applicable). Supplier shall provide objective evidence of origin (e.g., mill test reports, certificates of compliance, or equivalent records) with each shipment or upon request. This requirement shall be flowed down to all sub-tier suppliers. Substitution of non-U.S. material is prohibited unless prior written authorization is obtained from Buyer. Non-compliance may result in rejection, replacement at Supplier’s expense, and recovery of all associated costs. Buyer and its customers (including the U.S. Government) reserve the right to audit Supplier and its sub-tiers for compliance with this clause.</p>	

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## RECEIVING CLAUSES

Clause	Description
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### R01 P-Clause Verification Required

These products, services, and/or processes require P-Clause verification within NetSuite be completed by Quality Assurance or other competent authority before they can be released for use at Rock West Composites. Consult the PO and/or supporting documentation corresponding to each line item on the PO for the P-Clauses required for verification during receiving. Handling of products, services, and/or processes with P-Clause conformance or nonconformance shall be controlled in accordance with the *Receiving Procedure* (RWC-OP-004 SD-Dublin, SD-Panasonic, and Tijuana / RW-OP-004 UT).

### R02 Deleted

### R03 Transfer to Cold Storage

These products shall be placed into cold storage immediately upon arrival.

### R04 High Value Item

These products are deemed high value items by the Buyer. Notification shall be provided immediately upon receipt of these items, and the items are to be segregated from other incoming shipments.

### R05 Time Sensitive/High Priority Shipment

These products are required ASAP. These products shall be inspected per the PO when they arrive, without delay. Notification shall be provided immediately upon receipt of these items to the Buyer advising of status.

### R06 Transference to Tijuana Facility


These products are to be segregated, labeled, and cataloged for transfer.

The following conditions are required for **ALL** transfers to the Tijuana facility:

- A **COMMERCIAL INFORMATION LABEL** (RWC-FRM-274) is required on each box.
- A **“KEEP REFRIGERATED”** label is required on all boxes that need to be refrigerated.
- Only use **CERTIFIED PALLETS**.
- **All** part numbers on the packing slip and commercial information labels **must match**.
- **Do not add** material that is not on the packing slip.
- **Provide Notice to Tijuana Shipping/Receiving** when you are planning to ship materials.


### R07 Additional Quality Inspection Required

These products, services, and/or processes require additional quality inspection be performed by Quality Control or other competent authority prior to release to production in accordance with an Inspection Service Request (ISR), Quality Assurance Matrix (QAM) (RWC-QA-566), Quality Assurance Plan (QAP) (RWC-QA-517), Quality Inspection Plan (QIP) (RW-FRM-004), or other. Examples of additional quality inspection may include dimensional verification, special process certificate verification, sampling inspection, first article inspection (FAI) per AS9102, RF testing, Articulated Arm / Laser Tracker / Fixed CMM scan, etc. Record shall be maintained as appropriate to the inspection being performed.

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Clause	Description
R08	Deleted



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## RECOMMENDED PURCHASE ORDER AND RECEIVING CLAUSES

1. The minimum recommended Purchase Order and Receiving clauses per item or service being purchased for San Diego South (SDS-S), Tijuana (TJ), and Utah (UT) are stated in Table I.
2. Items below may not be considered "critical items" on all programs. The Program Manager and/or Quality Representative is responsible for assessing which items are deemed "critical" during contract review. Critical items procured by the SD-S and TJ facilities require R01, and critical items procured by the UT facility require R08.
3. All purchase orders of critical items issued by the SD-S, TJ, and UT facilities shall have the following purchase order clauses, at a minimum, when applicable: P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, and P30.
4. Notify the Quality Manager if the item/service required does not fall under one of the categories listed so that they may provide direction.

**Table I. Recommended Purchase Order and Receiving Clauses for Items and Services.**

Category	Purchase Order Clauses*	Receiving Clauses*
Item: Chemicals (resin systems, adhesives, coatings)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P01, P03, P04, P06, P11, P29, P38</b>	R01
Item: Dry Composite Components (cores, dry fabric, plates, veil)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P03, P04, P06, P11, P29, P38</b>	R01
Item: Flight Hardware (nuts, bolts, washers)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P06, P07, P11, P29, P38</b>	R01
Item: Pre-Pregs & Film Adhesives (cold materials)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P01, P03, P04, P06, P10, P11, P23, P29, P38</b>	R01 <b>plus R03</b>
Item: Purchased Finished Goods (distribution, COTS)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P06, P38</b>	R01
Item/Serv: Measurement Equipment & Calibration (calipers, gauges)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P05, P11, P12, P36, P38</b>	R01 <b>plus R07</b>
Serv: 3D Inspection (laser scanning, CMM)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P02, P05, P11, P31, P38</b>	R01 <b>plus R07</b>
Serv: Analysis (quantitative, no physical items)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P05, P11, P12, P34</b>	R01 <b>plus R07</b>
Serv: Curing (ovens, autoclaves)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P02, P05, P11, P29, P38</b>	R01
Serv: Fabrication (machining, molds, tools, laser/water jet cutting)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P02, P05, P11, P21, P31, P38</b>	R01 <b>plus R07</b>
Serv: Special Processes (anodizing, coatings, welding)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P02, P05, P11, P20, P29, P38</b>	R01
Serv: Testing (non-destructive, structural, coupons)	P13, P14, P15, P16, P17, P18, P19, P22, P24, P25, P26, P27, P28, P30 <b>plus P02, P05, P11, P12, P13, P33, P38</b>	R01 <b>plus R07</b>

\* Minimum recommended.

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## AIRCRAFT QUALITY AND PURCHASING CLAUSES

Clause	Description
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### **Q1 Source Inspection**

Customer quality representative will perform product verification at the supplier's facility, prior to each shipment. The supplier shall furnish reasonable access to relative contract, design and specification data, and necessary equipment and space to perform such inspection/test. Supplier will provide required certifications and dimensional data at the time the product is presented. Customer reserves the right to waive source inspection at any time. However, such a waiver shall have no effect whatsoever on the suppliers' requirements to fully comply with the specifications and all other terms and conditions of the contract or purchase order. The supplier shall notify Rock West Composites, Inc. dba Performance Plastics (RWN) Quality at least forty-eight (48) hours in advance of source inspection for scheduling. Evidence of RWN source inspection shall be indicated on the shipping documentation.

### **Q1A Government Source Inspection**

For Government Source requirement shown on the face of the purchase order. At the purchase order line-item level, or within the purchase order "post notes" section. If applicable, Supplier shall promptly notify the government representative normally servicing Supplier's facility. Supplier shall furnish a copy of the purchase order to the respective government office. If the government representative/agency cannot be identified, notify Vought procurement immediately.

### **Q2A First Article Inspection (BFAI)**


Seller shall perform First Article Inspections (FAI) in accordance with AS/EN/SJAC 9102, aerospace first article inspection requirement.

Seller shall notify Boeing's supplier quality representative for the coordination and planning of the BFAI, prior to start of related procurement, manufacturing, and/or processing. BFAI may include in-process inspections to be accomplished during performance of FAI.

At a minimum, seller shall make available the following in support of the BFAI:

1. Applicable purchase document, material/process certifications, manufacturing and inspection records; including inspection plans developed to identify progressive inspection checkpoints for the FAI as a result of coordination and planning with Boeing's supplier quality representative
2. Applicable design data
3. Applicable documented configuration baseline and configuration summary
4. Applicable material review actions
5. Applicable acceptance and qualification test results
6. Applicable record(s) of Boeing approval for non-Boeing drawing and test procedures
7. Seller's First Article Inspection Report (FAIR), as defined by AS9102

Seller shall maintain a copy of the closed BFAI record along with seller's FAIR documentation.

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### **Q3A First Article Inspection (FAI)**

Seller shall perform First Article Inspection (FAI) in accordance with AS9102, aerospace first article inspection requirement prior to product acceptance and shipment to customer / RWN. A copy of the first article inspection report shall be submitted to customer / RWN as part of the shipping documentation.

**Rock West Composites, Inc. dba Performance Plastics, FAIR approval does not relieve the supplier of the responsibility and/or liability for full compliance with all contract requirements.**

Discrepant hardware either returned to the manufacturing supplier or sent to an alternate supplier and disposition is rework or repair. Nonfunctional hardware (protective covers, shipping hardware, etc.), unless otherwise specified. Off the shelf sheet stock/items.

FAIR packages shall be retained by the supplier for ten years. Rock West Composites, Inc. dba Performance Plastics, reserves the right to request the FAI package at any time.

The purpose of supplier's FAI is to ensure that all design features of a deliverable product and its subcomponents meet all applicable levels of design drawing, material and process specification requirements. In order to ensure clear definition, Vought's FAI requirements are delineated in SQR-011 Supplier Quality Requirements for First Article Inspection. All RWN suppliers will be assessed to SQR-011.

Supply chain shall mean seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services. Furthermore, where seller is required to document FAIs in the Net-Inspect software, FAIs of the Seller's supply chain shall also be documented in Net-Inspect.


### **Q3B First Article Inspection Deliverable**

FAI is required for unique single run production orders not intended for on-going production, regardless of exclusion in AS9102 (section 1.3 applicability).

Buyer reserves the right to conduct surveillance of the Seller's FAI, referred to as Boeing First Article Inspection (BFAI). BFAI may include in-process inspections to be accomplished during performance of the seller's FAI. When a BFAI is required, Seller will be notified via the supplier quality data system. Seller shall coordinate and schedule BFAI activity with the buyer's Supplier Quality Representative (SQR) prior to start of related procurement, manufacturing, and/or processing.

**Seller will deliver with the initial shipment of the FAI item a copy of the First Article Inspection Report (FAIR).**

**When a partial or re-accomplished FAI is performed as required by AS9102, Seller will deliver a copy of the FAIR with the shipment of the FAI item.**

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### **Q3C First Article – As Required**

The supplier shall perform an initial FAI. After the initial FAI is performed, supplier resubmittals are only required if there has been a lapse in production for more than 12 months. The supplier shall perform a full FAI or partial FAI for affected characteristics, when any of the events outlined under the “Partial or Re-accomplishment of First Article Inspection” section of AS9102 applies. If the supplier has not had a lapse in production that exceeds twelve (12) months and there have not been any changes to the manufacturing process/product design or any other items noted in AS9102, the supplier must state on a certification that:

1. This product has not seen any lapse in production that exceeded twelve (12) months.
2. There have been no changes to the manufacturing process or product design or any other items as noted in AS9102 since the first article was performed.

For Pacific Scientific Only: (VIR) Form #2030. The VIR must have concurrence from PSEMC Quality Assurance Material Review Board prior to shipment. Nonconforming material shall be identified by the Vendor Information Form #2030 with shipping documents and must include evidence of PSEMC’s concurrence. Disposition of nonconformances to drawings or specifications shall not be considered as precedence for additional or future dispositions.

### **Q4 Changes to Supplier Information**

A change in supplier’s name, ownership, or facility location will subject the supplier’s quality system to reevaluation by RWN. The supplier shall notify RWN of any of these changes in writing and forward a copy of their updated registration to RWN. RWN will inform suppliers on notification actions and specific forms to submit as necessary.

### **Q5 Dimensional Inspection Check Sheet**

Fabricated details/assemblies will be progressively verified and documented on a first article inspection form. This form will be the check sheet that reflects acceptance to applicable engineering drawing and specification requirements.


100% inspection is required to be performed unless otherwise approved by customer.

### **Q6A Certificate of Conformance (C of C)**

Each shipment shall be accompanied by one legible copy of a signed and dated supplier certificate of conformance certifying that all requirements of the purchase order, drawing, and specifications have been complied with. The certificate shall identify the part number (with revision and dash number), quantity and the RWN purchase order. The seller shall maintain supporting documentation at his facility that shall be made available to RWN, for review, upon request.

### **Q6B Customer Certificate of Conformance**

Each shipment shall be accompanied by one legible copy of a signed and dated customer certificate of conformance, completed per customer requirements, certifying that all requirements of the purchase order, drawing, and specifications have been complied with. The certificate shall identify the part number (with revision and dash number), quantity and the Customer purchase order. RWN shall maintain supporting documentation that shall be made available to customer, for review, upon request.

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#### **Q6C Distributors Certificate of Conformance**

The distributor (a seller other than the manufacturer) **shall** certify that the articles delivered under this procurement document conform to the applicable requirements of buyer's or manufacturer's specifications for the article ordered. If seller is not a manufacturer (or service provider), in addition to the seller's certificate of conformance, the following shall also be included:

The Distributor certification of conformance **shall** include the following information:

1. The origin of manufacture
2. Part number
3. Applicable traceability information (date lot code, etc.)
4. Results of testing or special inspection, as required
5. Dated signature of authorized Seller Representative
6. Items identified by Buyer number **shall** have complete information as to the original manufacturer and original manufacturer's part number

The Distributor shall maintain and provide evidence of material authenticity (chain of custody) back to the OCM/ OEM/ AAM **shall** be provided. The Certification shall clearly identify the name and location of all of the supply chain intermediaries from the original manufacturer to the final source of the product delivered.

#### **Q7A Material Certification**

Material certification shall include: name of manufacturer, Identity of material, manufacturing date, lot, batch, heat and/or serial number, customer specification, and authorizing signature. A copy of the material manufacturer's certification is required with shipment of material/hardware. Applicable test reports / material test data will be maintained by the supplier for minimum of ten years and shall be made available to RWN upon request.

#### **Q7B Material Certification (Chemical/Physical)**

Material chemical/physical test reports shall include: name of manufacturer, Identity of material, manufacturing date, lot, batch, heat and/or serial number and authorizing signature. The report shall show quantitative test results that indicate the percentage of each element that makes up the chemical composition and the physical properties of the raw material and compliance to the applicable specification. Any outsourcing by the supplier shall accompany a flow down of RWN requirements. A validated copy of the test report(s) shall accompany each shipment with product.

#### **Q7C Shipment of Material/Process Certification**


Material / process certification(s) are required to be shipped to customer with parts.

A certificate of conformance and / or equivalent process certificate, signed by an authorized agent of the processor/ seller shall be included with shipping documentation (packing slip, invoice). The certificate shall include purchase contract number, part number(s), trace number (as applicable), process specification number with revision, processing date(s), and name and address of the processor(s) performing each of the D1-4426 processors.

#### **Q8 Process Certification**

A certification shall be submitted with each shipment for all processes, such as NDT, heat treating, welding, magnetic particle inspection, penetrant inspection, radiographic inspection, plating, anodizing, chem-film application, etc. The certificate shall show the RWN purchase order number, the name of the process, the applicable specification number, the name of the agency that performed the process, Inspection stamp and quantity processed.

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#### **Q9 Fabrication Planning**

Supplier is required to submit their completed fabrication planning.

#### **Q10 Delegation of Inspection Authority**

Seller is delegated inspection authority for goods procured by Buyer under this contract only. Buyer may revoke delegation at any time by written notice or change order.

Seller shall have a documented process defining requirements for performing delegated inspection of goods procured by Buyer. Seller's process is subject to Buyer assessment.

Prior to shipment; in addition to requirements defined within Buyer's delegated inspection authority,

Seller's authorized Inspector performing the delegated inspection shall apply their acceptance stamp and date to the packing sheet.

#### **Q11 Notification and Containment of Nonconforming Product**

The requirements set forth below shall be flowed down by seller to sub-tier suppliers, with the modification that all sub-tier notification shall pass through seller (and not made direct from sub-tier to CUSTOMER). Seller shall notify the customer of all sub-tier escapes and design errors in accordance with respective communication process set forth herein.

The notification shall include affected part numbers or process, traceability (lot, serial, and manufacturer numbers), ship dates, quantities, destination, suspect serial numbers or date codes, and a description of the nonconformance.

The Supplier is not authorized to perform material review action of nonconforming material, with the intent of delivering such nonconforming materials, without the express written authorization from customer. Disposition of any departures from drawings specifications or other purchase order requirements must be approved by customer's product assurance.


Seller performing MRB on Buyer's Government contracts shall promptly notify the Gov. Representative who normally services Sellers facility to provide the opportunity to be included in Seller's MRB process. If Government Representative does not normally service facility, Seller shall furnish a copy of this contract to the nearest DCMA office. If no DCMA response, seller shall immediately notify Buy's Authorized Procurement Representative.

#### **Cost Recovery\*\***

The supplier is responsible for cost that customer incurred as a result of supplier responsible nonconformance.

#### **Q12 Calibration System**

The Supplier shall meet and maintain a calibration system in conformance with the requirements of MIL-STD-45662A, ISO 10012-1, or ANSI Z540-1.

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### **Q13 Inspection System Requirements (Quality System Standard)**

The Supplier and his subcontractors shall maintain an Inspection system that meets the requirements of MIL-I-45208A, D1-9000, ISO9002, or AS9100 as required.

If customer contract clause Q13 is reference Seller must provide a statement on the packaging sheet certifying its quality assurance department has inspected the parts and they adhere to all requirements, applicable drawings and specifications.

### **Q14 Right of Access**

RWN, its customers, and regulatory authorities reserve the right of access to the Supplier's facility at any level of the supply chain. Reason for access may include but not be limited to inspecting any or all the material(s) included in the purchase order or the records associated with the material; or, having given reasonable notice, for auditing the supplier's inspection system.

As applicable: During the performance of this contract, Seller's quality system and manufacturing processes are subject to review, verification, and analysis when determined applicable by the Federal Aviation Administration (FAA). FAA inspection or release of product prior to shipment is not required unless otherwise notified. **RIGHT OF ENTRY/ACCESS INCLUDES MEETING THE REQUIREMENTS OF THE FAA AND/OR APPLICABLE EQUIVALENT FOREIGN CIVIL AVIATION AUTHORITIES TO PERFORM OVERSIGHT OF THE FACILITY.**

### **Q15 Approved Supplier Listing**

Suppliers or Sub-tiers who perform special processes as identified on the Purchase Order **MUST** be listed on the Customer(s) Approved Supplier's Listing for the process being performed.

Boeing programs shall use approved processors as required by D1-4426, "Approved Process Sources."

MD Helicopter programs (MDP, MDB, MDM and MHS) shall use approved processors as required by MDHI "Approved Supplier Listing".

NGC programs shall use approved processors as required by Oasis

A Certificate of Conformance and / or equivalent Process Certificate shall be maintained by Seller.

Articles containing metallic raw material from foreign sources shall be procured in accordance with Customer requirements. (DMS2201, QPL, D1-4426 (Codes 600-699).

### **Q16 Return of Item Provided by RWN**

All RWN engineering, tooling, planning and / or specifications provided by RWN, must be returned upon completion of the order.


### **Q17 RWN Receiving Inspection Required**

RWN Receiving Inspection shall verify material to the applicable purchase order, planning, engineering drawing, and Q-clause requirements.

### **Q18 Receipt Material Testing**

Material received shall be processed for testing per the applicable customer requirements and RWN Element Work Instructions.

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#### **Q19 Digital Data**

Suppliers or Sub-tiers who perform product acceptance using customer digital datasets or dataset derivatives shall meet customer requirements (i.e. Boeing's D6-51991).

As applicable Pacific Contours requires for all CAD/CAM/CAI quality requirements the dataset furnished by Pacific Contours is an authority dataset and may be used as media of inspection. The supplier must have the capability to accept and process this information directly. No translation of this data is acceptable for inspection of any product on this purchase order. Any inspection is to be performed with the original authority dataset or authority dataset printout.

#### **Q20 Supplier Identification Number**

Parts and assemblies shall be identified with the designated supplier identification number as noted on customer purchase order or contract (i.e., Northrop Grumman 007037).

#### **Q21 Request for Assistance (RFA)**


Suppliers requiring assistance for clarification of requirements or resolution of manufacturing, quality, or engineering constraints affecting product quality, shall contact the RWN purchasing agent. A detail description of the issue(s) and recommended solution shall be provided in writing via fax or e-mail to the purchasing agent. The purchasing agent will forward the suppliers 'Request for Assistance' to the appropriate RWN department to initiate the action for support. In addition, suppliers shall notify RWN of changes in product and/or process definition deviating from purchase order or customer requirements. Suppliers shall obtain RWN approval, where required, prior to implementation of such change and prior to delivery of product to RWN.

#### **Q22 DFARS 252.225-7014 Compliance**

Seller requires the following:

- Special metals must be melted in the United States or a qualifying country
- Material certificate must demonstrate this fact
- Sub-tier suppliers must submit DFARS requirements



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### Q23 Quality Management System Requirements

Suppliers implemented quality management system must be compliant to the corresponding standard:

Quality Management System	Supplier Type
ISO 9001:2008, FAR PART 145, AS9100D, AS9015, NADCAP MIL-I-45208A, D1-9000, D6-82479 or per purchase order requirements.	Manufacturer (Build to Print) Value Added Distributor
ISO 9001:2008, FAR PART 145, AS9100D, ASA 100, AS9015 MIL-I-45208A, D1-9000, D6-82479 or per purchase order requirements.	Pass-Thru Distributor
ISO 9001:2008, FAR PART 145, AS9100D, AS9015 MIL-I-45208A, D1-9000, NADCAP AC7004 ANSI-Z540-1, ISO 17025, AS9110, AS9003, ISO 10012-1, D6-82479 or per purchase order requirements.	Processor/Services
ISO 9001:2008, FAR PART 145, AS9100D, MIL-I-45208A, D1-9000, D6-82479 or per purchase order requirements.	Tooling

No quality management system requirements for min/max suppliers.

Additionally, any quality management system changes (i.e., obtains ISO 9001 or AS9100 or loss of accreditation) the supplier shall notify the customer.


### Q24 Retention of Records

RWN will maintain, and have available on a timely basis, quality records traceable to the conformance of product or part numbers delivered to customer.

RWN will maintain records for ten (10)+ years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order.

At the expiration date of such period, customer the right to request delivery of such records. In the event customer chooses to exercise this right, seller shall promptly delivery such records to customer at no additional cost on media agreed to by both parties.

Provisions/requirements set forth above be included in sellers direct supply contracts related to the products or part numbers. Supply chain shall mean network of material, equipment, information, and services integrated into products and services for the ultimate customer.

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#### **Q25 Trade Secret Information**

Buyer and seller shall each keep confidential and protect from unauthorized use and disclosure all:

- (a) confidential, proprietary and/or trade secret information
- (b) tangible items and software containing, conveying or embodying such information, and
- (c) tooling identified as being subject to this article and obtained, directly or indirectly, from the other in connection with this contract or other agreement referencing this contract (collectively referred to as "Proprietary Information and Materials").


Buyer and seller shall each use proprietary information and materials of the other only in the performance of and for the purpose of this contract and/or any other agreement referencing this contract. However, despite any other obligations or restrictions imposed by this article, buyer shall have the right to use, disclose and reproduce seller's proprietary information and materials, and make derivative works thereof, for the purposes of testing, certification, use, sale or support of any goods delivered under this contract or any other agreement referencing this contract. Any such use, disclosure, reproduction or derivative work by buyer shall, whenever appropriate, include a restrictive legend suitable for the particular circumstances. The restrictions on disclosure or use of proprietary information and materials by seller shall apply to all materials derived by seller or others from buyer's proprietary information and materials.

Upon buyer's request at any time, and in any event upon the completion, termination or cancellation of this contract, seller shall return to buyer all of buyer's proprietary information and materials and all materials derived there from, unless specifically directed otherwise in writing by buyer. Seller shall not, without the prior written authorization of buyer, sell or otherwise dispose of (i.e., as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any proprietary information and materials of buyer. Prior to disposing of such parts or other materials as scrap, seller shall render them unusable. Buyer shall have the right to audit seller's compliance with this article. Seller may disclose proprietary information and materials of buyer to its subcontractors as required for the performance of this contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon seller under this article relating to proprietary information and material. Seller shall be liable to buyer for any breach of such obligation by such subcontractor. The provisions of this article are effective in lieu of any restrictive legends or notices applied to proprietary information and materials. The provisions of this article shall survive the performance, completion, termination or cancellation of this contract.

#### **Q26 Tin Plating**

The use of pure unalloyed tin is prohibited in the construction and surface finish of goods required being deliverable to buyer under this purchase contract.

Construction and finish include solders and plating. Tin is considered to be pure if it contains greater than ninety-seven percent (97%) tin and less than three percent (3%) alloying elements.

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#### **Q27 Limited Life and Age Controlled Items**

Upon shipment, shelf life remaining shall meet the minimum shelf life specified on the order. If no shelf life is specified, the materials or parts shipped under this order must arrive at the buyer's facility with no less than eighty percent (80%) shelf life remaining.

Products on this order require submittal documentation of date of manufacture when shelf life is based on date of manufacture, or date of shipment from the manufacturer when shelf life is based on date of shipment, as appropriate, based on specified method of shelf-life determination.

All shipments of temperature sensitive materials shall include a portable temperature recorder(s) when delivered. Additional portable temperature recorders are required if specified by the applicable specification.

If material is procured from an outside source, out-time records from the time it left the primary manufacturer to the time of arrival at RWN, shall accompany the shipment.

#### **Q28 Key Characteristics Management**

Key characteristics for a part, subassembly or system are those selected geometrical, material properties, functional and/or cosmetic features which are measurable, whose variation control is necessary in meeting customer requirements and enhancing customer satisfaction.

Data submittal:

If key characteristics are specified in the engineering drawing, statistical process control (SPC) data is required to be submitted with each shipment.


Data analysis:

The Supplier shall review their accumulated key characteristics performance annually. Unless otherwise specified, all key characteristics are to be produced by processes that are, at a minimum, stable and in control  $Cpk \geq 1.33$ .

Suppliers not meeting the key characteristics performance level shall have a Cpk improvement plan and track the progress to the plan. These plans should be made available as requested by RWN representatives. Failure to submit data on parts designated as key characteristics may result in lot rejections. RWN will evaluate process capability once the supplier has achieved twenty (20) or more in-control points. The supplier is required to submit SPC information during the initial collection of the twenty (20) data points.

#### **Q29A Outside Supplier – Packaging and Handling**

The supplier shall use appropriate methods of handling, packaging, and preservation to prevent damage of product in process and during delivery.

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#### **Q29B RWN Packaging and Handling**

At a minimum, in order to prevent damage and deterioration, seller shall pack the goods in accordance with D37522-6, "Supplier Packaging."

For Boeing jobs as applicable seller shall provide, with each container shipped under this contract, an advanced shipping notice (ASN). For each container shipped, seller shall provide two (2) readable copies of the ASN barcode as follows:

- One (1) copy is to be securely affixed to the outside of each container.
- One (1) copy is to be loose inside each container.

Supplier shall provide a barcoded shipping label with each shipment that includes the following data identifiers:

- Purchase order number, invoice number, part number, quantity, data type, date, batch number (if applicable), lot number (if applicable), quantity per batch/Lot
- Supplier may use the Kapco Global provided barcode generator found at:  
<http://www.kapcoaero.com/barcode/barcode.php>

#### **Q30 Product or Process Change Notification**

The supplier or sub-tier shall notify the customer, in writing of the following, as applicable: changes in product, changes in manufacturing location, or process, changes of suppliers, major changes in the quality management system, when required by contract, the supplier shall obtain approval for such changes from the customers.


#### **Q31 Flow Down of Requirements**

The supplier shall flow-down to the supply chain the applicable requirements the applicable provisions/requirements of AS/EN/JISQ 9100, including customer requirements (i.e., GP1, purchase order notes) along with requirements for qualification of personnel, requirements for approval of product, procedures, processes, material, equipment, information, and services integrated into deliverable products by seller's direct first tier supply contracts and seller's sub-tier or lower-tier supply contracts.

#### **Q32 Corrective Action**

The Supplier is responsible for prompt replies to customer requests for containment and corrective action within thirty (30) calendar days.

When Seller disagrees with the determination of fault, seller shall submit a change of charge (COC) request to the initiator within thirty (30) calendar days from the date of notification with data analysis.

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### **Q33 Item Identification and Valuation**

Department of Defense (DOD) FAR supplement 252.211-7003 is incorporated herein and made a part hereof. In accordance with DFARS 252.211-7003, the supplier shall provide unique item identification (UID) marking, or a DOD recognized unique identification equivalent (if one is not already marked), for the items identified in this order.

Required supplier data as delineated within the DFARS clause is to be uploaded utilizing the UID drop located at the following web site: <https://oasis10.northropgrumman.com/uid/fileupload.aspx>.

For those suppliers requiring additional information regarding UID, please visit the UID page of Northrop Grumman's oasis web site at <https://oasis.northgrum.com/contract/uid.htm> or the Department of Defense's UID website at <http://www.acq.osd.mil/dpap/pdi/uid/index.html>.

Items requiring UID will be identified by application of this standard note to the applicable line item on the order or as identified herein

#### **Northrop Grumman Marking Requirements:**

Supplier shall mark all deliverable products as required by the purchase order, engineering drawing and manufacturing planning. In addition, products with SQAR codes C, E, H, I, J, L, N, R and W shall also be identified with the eight (8) digit Northrop Grumman supplier code or CAGE code traceable to the supplier.


Unless otherwise stated in the engineering requirements, the Supplier shall apply the date of manufacture, date code(s) or other control identifier number (see examples below) to all deliverable hardware. Information must be applied adjacent to the hardware's identification markings and must be traceable to supplier's build documentation. Hardware produced in lots, batches, groups, etc., shall have traceable control information applied. When size of hardware, or supplier's automated stamping process, does not permit data application to individual hardware (such as standard parts), the information shall be similarly placed on bags, tags, or labels as applicable.

Examples of traceable information may include, but are not limited to:

**Note 1:** For Project IDs JSTAR and TSSRX, the revision level is not to be marked on the parts.

**Note 2:** FAA parts are excluded from this requirement.

For **Cubic Defense Applications** parts procured to CDA drawings, the purchase order identifies the appropriate revision letter for each part number. The identification method of marking a part shall be as described on the drawing along with the part number including applicable dash number and part revision letter.

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#### **Q34 Counterfeit Parts**


All fasteners and/or electrical, electronic, and electro-mechanical parts delivered and/or used in the manufacture of deliverable products shall be from the original component manufacturer (OCM), original equipment manufacturer (OEM), or their franchised dealer or an authorized distributor chain. Parts shall not be used or reclaimed and misrepresented as new. Parts shall not be acquired from independent distributors or brokers unless specifically authorized in writing by the buyer.

The supplier shall verify the procurement source and associated certifying paperwork. Appropriate inspection and/or test methods shall be used to detect potential counterfeit parts and materials.

The supplier shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials.

Supplier shall specify on their purchase order to the sub-tier suppliers that they shall only procure fasteners and/or electrical, electronic, and electro-mechanical parts from the original manufacturer of the part or the original manufacturer's authorized distributor or authorized franchised dealer only.

Seller shall permit buyer to review and audit seller's counterfeit electronic part detection and avoidance system procedure, practices, process, and related documents to determine whether seller's system meets the requirements of DFARS Clause 252.246-7007.

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### **Q35A Vought Shipping and Documentation Requirements**

Shipping documentation other than the packing slip and CD-4020b (if applicable) must be transmitted electronically in lieu of paper copies. Electronic transmittal of shipping documentation must be submitted via the Aerospace Electronic Document system, to which Vought subscribes and funds. Access the Aerospace website from the following URL:

[http://www.aerospac.com/aerospac\\_files/page0001.htm](http://www.aerospac.com/aerospac_files/page0001.htm)

Supplier shall provide a packing sheet for each separate shipment. Packing sheets **Minimum Requirements (All Suppliers and Distributors; All Products):**

- Supplier's company name and address
- Vought's purchase order number, change order number, and applicable purchase order line item(s) and part numbers.
- Denote applicable design drawing revision and applicable engineering changes (e.g., ADCN, EO, etc.), as stated in Vought's purchase order, or later revision.
- A "Certificate of Conformance (C of C)" document that provides written assurance that all work performed in connection with Vought's purchase order conforms to purchase order requirements. This can be a separate document from the packing sheet or included on the packing sheet. Note: The original signature and/or stamp of supplier's authorized quality representative is required. Secured computer-generated signatures are acceptable.

Note: If submitting Form CD-4020 a separate certificate of conformance is not required.

- Form CD-4020, supplier certificate of compliance

Note: When special processing is performed, suppliers manufacturing detail end item parts, shall list on Vought form CD-4020 the order in which special processing was performed, the supplier that performed the process, the processor's special process approval number and the certificate of conformance number from the special processor. Form CD 4020 can be obtained from Vought's website at: [http://www.voughtaircraft.com/suppliers/forms/forms\\_quality.htm](http://www.voughtaircraft.com/suppliers/forms/forms_quality.htm)


### **Machined Part Suppliers, Sheet Metal Part Suppliers, Composite/Nonmetallic Part Suppliers, Casting & Forging Suppliers, and Raw Material Manufacturers:**

Supplier shall provide via the Aerospace process the raw material certification, which was provided by the original mill. Mill certifications shall include conformance with the applicable material specification as noted on Vought's purchase order, material description, alloy and condition, physical properties, chemical analysis, and heat lot number. If the raw material was purchased from a distributor, include the distributor's certificate of conformance along with the mill certification. All chemical analysis and physical test certifications shall also be provided for castings and forgings.

***Note: suppliers using Vought provided material may provide evidence of Vought consignment in lieu of raw material certifications***

### **Q35B Boeing Engineering Changes**

Seller agrees to process all applicable engineering changes and initiate change classification recommendations, in accordance with the requirements of Boeing document D8-0776 and to deliver to buyer supporting documentation in accordance with the schedules stated therein.

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### **Q36 Procurement Control Dataset/Drawing Information**

The procurement control dataset/drawing (envelope, source control or specification control drawing, as applicable) and its revision level listed below, including parts list when applicable, is the authority for the manufacture and inspection of the goods or services ordered on this contract. Seller shall ensure goods conform to specified engineering documents and associated revision.

Seller will contact buyer's authorized procurement representative for resolutions of differences between configuration of goods and the contract specified engineering documents and associated revisions.

Seller shall ensure resolutions of configuration differences in advance of seller's request for buyer verification (when required) and in any case prior to shipment.

Note: The digital file and its revision level are the electronic equivalent of the drawing and shall be recorded as identified below.

In addition, when shipping, sellers shipping documents shall identify applicable dataset/drawing revision levels, and the serial number(s) of items being shipped.

### **Q37 Test Data Sheets Deliverable**

Seller is required to deliver with each shipment, the completed applicable test data sheet(s) identifiable to each item.

### **Q38 Boeing Direct Ship Authorization**

The seller will place the following statement on all Boeing shipments. The statement may be printed, stamped or attached as a label or sticker.

"Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration-Parts Manufacturer Approval (FAA-PMA) markings."

Customer requires that the provisions/requirements set forth above, as determined are to be applicable, be included in seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, supply chain shall mean seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.


### **Q39 Authorized Release Certificate**

This article requires an authorized release certificate executed by the seller's country airworthiness authority or their authorized designee.

Seller shall contact the airworthiness authority representative that normally services the seller's facility to arrange for the application of the authorized release certificate.

It is the seller's responsibility to meet any special import requirements of the country to which the part is shipped. Seller may contact the Boeing procurement agent for further assistance as required.



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**Q40 Notification of Direct Ship Information**

On the day of shipment, supplier will notify Boeing of direct ship information.

Notification shall include the following as applicable:

1. Part number and description
2. Customer purchase order number
3. Customer code
4. Ship date
5. Quantity shipped
6. Boeing purchase order number
7. Pack sheet and/or invoice number
8. Airway bill and carrier name
9. Sis number
10. Serial number

The supplier must enter shipping information for all orders into the direct ship application of spares supplier link (when entering URL - please do so in lower case letters only): (<https://bpn.boeing.com>) or contact the Boeing procurement representative directly by phone.

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#### **Q41 Rework, Repair Order, Overhaul, or Configuration Upgrade Deliverable**

Upon receipt for repair/rework of the material that is the subject of this contract, seller shall immediately acknowledge such receipt including any evidence of damage in shipment and promptly advise buyer. Seller is authorized to inspect the material, including disassembly if necessary, and start repairs under the terms of this clause.

1. Identify additional provided property (e.g., equipment, special test equipment, special tooling) required for performance of this purchase contract by completing and returning form X36080, "Supplier Property Identification Checklist." The X36080 form will be provided by the procurement agent upon seller request. Under no circumstances is use of additional provided property authorized for this purchase contract until properly identified as specified herein **and** authorized for use in accordance with E000.
2. When proposed, all property acquisition costs shall be priced separately from other non-recurring and recurring (parts) costs. Pricing must be clearly presented in a format the procurement agent can separately distinguish the special tooling from equipment/special test equipment costs. Costs for supplier fabricated or acquired shop aids; general purpose, perishable, or portable tools that do not fit the definition of special tooling, equipment, or special test equipment must be funded by the supplier or otherwise be treated as accountable special tooling.
3. Seller may commence repair/rework of the items if the estimated repair and/or rework charges will not exceed fifty percent (50%) of the current replacement costs for a new item of the same description or \$100,000, whichever is less. In the event seller requires the use of additional provided property for performance of this repair/rework, as identified in paragraph two (2) above, use must be authorized in E000 of this purchase contract, **before** additional provided property can be used.
4. Seller shall promptly furnish in writing, a complete failure report for repair/rework, suggested corrective action, estimated time for accomplishing the necessary repair/rework effort and a firm price quotation for such work. The quotation shall include a detailed cost breakdown including labor hours and rates, material costs including repair/replacement parts list, overhead and profit.
5. The above requested firm price quotation must be submitted promptly and before seller expends forty percent (40%) of the estimated costs of the repair/rework charge.

Orders referencing Q219L: Seller determines a nonconformance exists or is suspected to exist on goods and/or services already delivered to buyer under this contract. Seller shall notify buyer's authorized procurement representative and submit buyer's form MD-1898 "Request for Deviation / Waiver" with all required information within three (3) business days of when nonconformance was determined. However, if the nonconformance affects safety of flight or is mission critical, seller shall immediately provide all available information.

When seller identifies nonconforming conditions which affect fit, form, function, safety, weight, maintainability, or appearance (where a factor) of goods or services not yet delivered under this contract, seller shall notify buyer's authorized procurement representative and submit buyer's form MD-1898 "Request for Deviation / Waiver" to request buyer's disposition of any proposed repair or use-as-is disposition, or similar disposition.

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#### **Q42 Production Dataset/Drawing Information (Variable)**

The design baseline listed below (i.e., dataset/drawing/part list revision levels and SPEC "O" change levels) is the authority for the manufacture and inspection of the goods or services ordered on this contract. This includes buyer part number subassemblies dataset/drawing/parts list when applicable.

Note: The digital file and its revision level are the electronic equivalent of the drawing and shall be recorded as identified below.

In addition, when shipping, the seller's pack sheets and/or data packages shall identify applicable dataset/drawing, including each applicable parts list(s)/sheet number(s) including DCN levels, ADCNS/ADRNS, SPEC "O" change levels, and the serial number(s) of items being shipped.

#### **Q43 Quality Requirements for Boeing-Heritage Article**

Seller shall comply with the requirements of form X31764 "Boeing Quality Purchasing Data Requirements." To ensure seller is performing to the latest Boeing form X31764, seller shall access this form by selecting "Supplier Quality" from the menu bar of "Doing Business with Boeing" home page located at the following URL address:

<http://www.boeing suppliers.com/>. When entering the URL, use lower case letters only. Seller shall flow down to its supply chain the provisions/requirements of X31764.

At the expiration of such period, Boeing reserves the right to request delivery of such records. In the event Boeing chooses to exercise this right, seller shall promptly deliver such records to Boeing at no additional cost on media agreed to by both parties.

#### **Q44 C-Scan Test and Sondicator Test Requirement**

RWN is required to perform two (2) inspections on the subject hardware during manufacturing: c-scan test and a sondicator test.

The c-scan test can be performed at Mitchell Laboratories ([Mitchell-lab.com](http://Mitchell-lab.com), 562-949-7584). The c-scan test is to be performed after the .875-inch diameter bores are made in the panel and prior to click patch installation.


The sondicator test can be performed by Boeing labs and paid for by Boeing. The sondicator test is performed after the bore holes are sealed with a click patch.

The process specification for these tests are:

- PTPCT01-A - Inspection, Ultrasonic Procedures for Composite Laminates and Bonded Assemblies
- 5PTPCT05-C - Inspection, Acceptance Criteria, for Composite Parts and Assemblies

#### **Q45 Sources of Suppliers**

Seller shall procure all fasteners and/or electrical, electronic, and electro-mechanical parts delivered to Buyer and/or used in the manufacture of deliverable buyer hardware directly from the manufacturer or authorized manufacturer's distributor (i.e., licensed or franchised distributor).

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#### **Q46 Seller Serialization**

If D210-13613-1 “Part Marking for Unique Identification with Machine-Readable Information for Labels and Nameplates” or D210-13613-2 “Direct Part Marking for Unique Identification with Machine-Readable Information” is specified on the engineering design, parts shall be serialized in accordance with those documents. The serialization scheme shall be approved in writing by buyer’s authorized procurement representative.

Prior to shipment, the seller will be responsible to enter all pertinent data for these part number(s) into “PHILADELPHIA ROTORCRAFT: UID REGISTRATION” accessed via the Boeing Partners Network (BPN) secure logon screen:

- Log onto: <http://www.boeing.com>
- Select: “Secure Logon” in the top right corner of page
- Select “Portal Logon”
- Input: user-ID (BEMSID) and password, click “Submit”
- Under “My Products”, select “SMAP Philadelphia”
- Under “My Products, SMAP Applications”, select “SM&P Applications”
- Select “UID Registry”

Note: A comprehensive user guide can be accessed on the “SM&P Applications” screen by selection <User Guides/Training> under the “Information Links” heading.

#### **Q47 Final Inspection Requirements – BAC 5650 / BAC 5946**

If goods include materials covered by BAC 5650, then one hundred percent (100%) hardness inspection to BAC 5650 is required.

If goods include materials covered by BAC 5946, then one hundred percent (100%) conductivity inspection to BAC 5946 is required.


Seller’s final inspection must include an end item level one hundred percent (100%) dimensional inspection.

#### **Q48 Mark Packing Slip with Engineering Revision Level**

Seller shall record the end item part number, drawing level, and engineering changes to which the delivered item has been manufactured to on the packing slip and shipping container.

#### **Q49 PO-F165 Certificate of Conformance**

Suppliers of SQAR codes C and E (i.e., NGC Contracts) shall complete the latest revision of form PO-F165. The latest revision of the form can be accessed on OASIS. This form shall be retained on file by the supplier and submitted to Northrop Grumman upon request.

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#### **Q50 Export Control**

In performing the obligations of this agreement, all parties involved will comply with United States export control and sanctions laws, regulations, and orders as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").

RWN requires that the provisions/requirements set forth above be included in sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

#### **Q51 Approved Statistical Sampling Plans**


When the seller uses sampling inspection as a means of product acceptance, the plan shall be statistically valid and appropriate for use. The plan shall preclude the acceptance of known defectives in the lot.

#### **Q52 Quality Requirements Review**

Buyer's supplier quality representative will conduct a quality requirement review (QRR) with seller to establish confidence that seller understands quality requirements imposed on this contract.

Buyer's supplier quality representative will coordinate with seller to schedule the QRR as an early involvement activity, intended to be performed prior to start of manufacturing of goods.

Seller shall make records of contract requirements review readily available at time of QRR. Buyer reserves the right to review seller's flow down of quality requirements to seller's subcontractor(s).

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### **Q53 Special Tooling Requirements**

- a. For BDS owned tooling seller is required to maintain a special tooling management process that complies with the requirements of IDS Terms and Conditions Guide E000 "SELLER ACCOUNTABILITY REQUIREMENTS FOR GOVERNMENT/BUYER-OWNED PROPERTY" as well comply with the requirements of D950-11059-1 "BDS Seller Special Tooling Requirements."


Buyer reserves the right to conduct surveillance at seller's facility to determine whether seller's special tooling management process meets the requirements of this clause. A copy of D950-11059-1 can be obtained at the following URL address: [http://www.boeing.com/companyoffices/doingbiz/supplier\\_portal/index\\_general.html](http://www.boeing.com/companyoffices/doingbiz/supplier_portal/index_general.html)

- b. For Boeing owned tooling seller is required to maintain a special tooling management process that complies with the requirements of D33200-1 "Boeing Suppliers' Tooling Document."
- c. Government property seller acknowledges that all government property for use on this contract is subject to the requirements of Federal Acquisition Regulation (FAR) 52.245-1 or the government property clause incorporated in the customer contract as referenced in the CCR.
- d. For Northrop owned tooling seller is required to maintain a special tooling management process that complies with the requirements identified in the "Supplier Tooling Manual" found in the Oasis website: <https://oasis-specs.myngc.com/specs/technical/tooling/TIngman.PDF>
- e. GKN suppliers are authorized to use special tooling and/or test equipment identified herein. Such tooling and/or equipment are considered the property of GKN. In the performance of this contract the supplier shall be responsible for all periodic inventory checks, inspections, maintenance and refurbishment or replacement required to manufacture, test, and deliver the items ordered under this purchase agreement.
- f. For St. Louis seller is additionally required to establish and maintain an inspection system in conformance with buyer's location unique documents as specified below. The applicable buyer's location unique document is determined by the location (i.e., address) of buyer's authorized procurement representative administering this contract.

In addition, for purchase contracts issued in support of buyer's St. Louis site, B0622, "Requirements for Sellers of Special Tooling to the Boeing St. Louis Tooling Center" which may be amended from time to time is incorporated in and made a part of this purchase contract by reference. Buyer reserves the right to conduct surveillance at seller's facility to ensure conformance with the requirements. A copy of B0622 can be obtained at the following URL: <http://www.boeingsuppliers.com/supplier/B0622.pdf>

BCA special tooling requirements set forth form DAC 26-807 "Supplier Accountability Requirements." Seller hereby agrees to comply with the requirements of form DAC 26-807 unless specifically modified or restricted under the terms of a particular purchase order or contract. See Boeing Commercial Airplanes (BCA) terms and conditions for copies of the forms.

This agreement applies to all Boeing Long Beach Division special tooling while in seller's possession, custody or control, or in the possession, custody, or control of seller's subcontractors.

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**Q54A Tooling Inspection and Reports**

Complete inspection of tools under this purchase order or contract shall be accomplished by seller and quantitative inspection results will be recorded on a report form approved by RWN/Boeing's tooling inspection and/or RWN/Boeing's purchasing representative. Copies of the inspection report shall accompany each shipment. RWN/Boeing's tooling inspection will maintain surveillance of seller's tool fabrication and inspection to verify inspection points and results of inspection.

**Q54B Outside Vendor: Tool Supplied by RWN (Sub-Tiers)**

Vendor to inspect tooling and advise RWN of any damage, wear, or other issues prior to producing parts.

**Q54C Tooling Inspection at Seller's Facility**

Inspection by seller's tooling inspector is required at seller's facility prior to shipment or use of tooling. Notify seller's tooling inspection and/or purchasing representative at least forty-eight (48) hours in advance of the time tooling is ready for inspection so that necessary arrangements can be made.


**Q54D Special Tool Control**

All buyer or government owned special tools that are fabricated, reworked, or repaired by approved tooling sellers, and buyer, government, or seller owned special tools that are used as media of inspection (MOI) for the acceptance of goods fabricated for buyer or its buyer's customer shall be controlled in accordance with D658-10024-1 "Supplier Fabricated/Held/Owned Special Tools Inspection, Acceptance and Control." This document defines quality assurance requirements for acquisition and utilization of special tools, tooling seller surveys, tool design reviews, first article inspections, tool routines, release status control, tools inspections, shipping/receiving screening inspection, and tool discrepancy control.

Seller is to contact buyer's authorization procurement representative to obtain relevant sections of D658-10024-1 as determined appropriate for this tooling procurement.

**Q55 Boeing Philadelphia Material Substitutions**

In accordance with process document number D210-12501-1 and process document departure number 8-50, it is allowed to use Chromic Acid Anodize Class 3 per VF-3.46 as a substitute or equivalent for Boric-Sulfuric Acid Anodize per BAC 5632 Class 5.

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#### **Q56 Counterfeit Goods**

Seller shall not furnish to buyer any goods under this contract that are “Counterfeit Goods,” defined as goods or separately-identifiable items or components of goods that: (i) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item; (ii) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; (iv) have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or (iv) have not passed successfully all OEM required testing, verification, screening, and quality control processes.

If seller becomes aware or suspects that it has furnished counterfeit goods to buyer under this contract, seller promptly shall notify buyer and replace, at seller’s expense, such counterfeit goods with OEM or buyer-approved goods that conform to the requirements of this contract.

Seller bears responsibility for procuring authentic goods or items from its subcontractors and shall ensure that all suppliers’ subcontractors comply with the requirements of this article.

#### **Q57 Material Substitution Prohibition**

Unauthorized material substitutions are not permitted on buyer’s goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish.

Contact buyer’s authorized procurement representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the buyer’s authorized document.

#### **Q58 Seller’s Notification of Escapement**

Seller shall notify buyer when a nonconformance is determined to exist or is suspected to exist on goods, services, and/or engineering on product already delivered to customer.


Written notification shall include:

- Affected process or product numbers and name
- Description of nonconformance and the affected engineering requirement (i.e., “is” and “should be” conditions)
- Quantities, shipping dates, purchase order, and destination of delivered shipment
- Suspected/Affected serial number(s), date codes, lot numbers, or other part identifiers and airplane line unit when applicable

Notification is required to be submitted within three (3) business days to procurement representative and supplier quality representative.

Seller shall notify customer of all sub-tier escapes and design errors in accordance with respective communication process set forth herein. For purpose of this note, supply chain shall mean seller's complete network of material, equipment, information, and services integrated into products and services.



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**Q59 Lamsco Terms and Conditions**

See Lamsco procurement quality requirements.

**Q60 Validation of Raw Material**

Test reports shall be checked one hundred percent (100%) against seller's requirements and applicable specifications.

Validation test requirements: Seller shall periodically validate test reports for raw material accepted on the basis of test reports. That validation shall be accomplished by seller or other independent party through periodic schedule test of raw material samples. Schedules for frequency of test will be established by seller based on historical performance of the raw material supplier.

Seller shall retain test reports provided by the raw material supplier, as well as seller's validation test results as quality records traceable to the conformance of goods, as specified elsewhere in this contract.

Buyer and customer furnished raw material is not subject to the validation test requirement.

**Q61 Outside Supplier-Non-FAA-PMA Parts**

This contract is controlled under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 Quality System Supplier Control Program. During the performance of this contract, seller's quality system and manufacturing processes are subject to review verification and analysis when determined necessary by buyer and/or regulatory agency.

Unless explicit direction is given by buyer to the contrary in writing, no articles (or constituent parts thereof) ordered by buyer shall contain any "Federal Aviation Administration – Parts Manufacturer Approval (FAA- PMA)" markings. This includes the accompanying paperwork (e.g., packages, shippers, certificates of conformance). Seller shall also flow this requirement in the direct supply contracts, long-term agreements, and to their sub-tier supply chain. Seller shall perform receiving inspection to ensure their supply chain's compliance with this requirement and final inspection to ensure product compliance prior to shipment.

**Q62 English Language**

Seller shall make specified quality data and/or approved design data available in the English language.

**Q63 Excess Inventory**


Seller shall strictly control all inventory of customer proprietary product that is in excess of contract quantity in order to prevent product from being sold or provided to any third party without prior written authorization from customer.

**Q64 MRB Authority by Suppliers**

Seller shall not use dispositions of use-as-is or repair on products unless customer has granted seller material review board (MRB) authority.

**Q65 NGC-First Piece Inspection for Die Cutting and Forgings**

In accordance with applicable material specifications as called out on the engineering drawing or purchase order and prior to initial production, Northrop Grumman designed casting or forgings require a first piece inspection. The die or pattern must be qualified per the requirements established in SP-G-02. Actual dimensions are to be recorded on the required form per SP-G-012. The form shall be submitted to your Northrop Grumman assigned qualified field engineer

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(QFE) for validation. The form is then to be forwarded to your NGC buyer to obtain the applicable program approval. Shipment is to be withheld pending die or pattern dimensional approval from program.

**Q66 Inspection Plan and Report**

The supplier shall complete, sign, and date the supplied inspection plan & report (IP&R) or receiving inspection operation sheet (RIOS) to the specified acceptable quality level (AQL) or submit documentation that includes all the requirements of the supplied IP&R or RIOS.


Inspection plan AQLs provided in these plans are for sample size determination only. There is no implied or permissible reject quantity allowed for deliveries to PSEMC based on AQL table accept/reject allowances.

**Q67 Ammo Data Card Traceability**

The supplier shall include with each shipment a complete form #2775. All fields on the form shall be filled out with the pertinent information of the item(s) being shipped. No fields can be filled "N/A" or "None." This form does not replace any other certification requirement outlined in this document.

**Q68 Subcontracting Without Written Approval**

Subcontracting all or substantially all of the order without written consent of customer's quality or purchasing approval is prohibited.

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#### **Q69                   Furnished Material**

Heat lot traceability must be maintained by the supplier when the material is supplied by customer. No heat lot substitution or co-mingling of heat lots is allowed unless written permission is granted by customer.

Seller agrees:

- (1) not to substitute any other material in such fabrication without buyer's written consent
- (2) that title to such materials shall not be affected by incorporation in or attachment to any other property and
- (3) that all such material or replacement material furnished at buyer's expense will be returned in the form of products (except that which become normal industrial waste) or unused material

Accountability of all buyer-furnished material at seller's facility is mandatory.

Accordingly, all buyer-furnished material determined by your quality control organization and/or buyer inspection and/or buyer's engineering to be nonconforming must be accounted for as follows:

- If the total quantity of nonconforming parts is within the material allowance or the amount of material provided for set-up pieces (as indicated in this contract), seller will disposition and dispose of the material at its facility. SELLER WILL INDICATE ON THE PACKING SHEET FOR DELIVERABLE PRODUCT THE DISPOSITION OF SUCH MATERIAL.
- If the total quantity of nonconforming parts exceeds the material allowance or the amount of material provided for set-up pieces (as indicated in this contract), seller will notify buyer and disposition such material in accordance with buyer's instructions.

If shipment of material furnished by buyer has sustained transit damage, seller shall mark buyer and carrier copy of the freight bill accordingly and obtain carrier's inspection. Forward Buyer's copy of the freight bill and the carrier's inspection report to buyer's traffic department. Seller shall prepare a material review record for all items damaged in transit and forward to the buyer's procurement agent with one (1) copy to the buyer's traffic department.


#### **Q70                   Supplier Data Transmittal**

Unless otherwise allotted/directed by ULA, CONTRACTOR shall submit quality clause data item(s) to ULA electronically via SDT. For contracts subject to QC002, this submission will be completed prior to the schedule date for final ULA source inspection. For all other contracts, submission will be completed prior to shipment of work.

Each document submitted must be compatible with Microsoft Office products or Adobe Acrobat and shall be entered into SDT as a separate line with a separate file identified with the following information:

1. Procured part number (ULA part number or supplier part number from purchase order), including applicable serial number and lot number
2. Purchase order number
3. Document number with revision level
4. Title of document with reference to applicable ULA quality clause

ULA's system will issue an SDT number; CONTRACTOR shall record this number within the body of the shipping document.

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#### **Q71 Serial Number Traceability**

This code requires that the seller processes each item as a separate identifiable item. The commercial and government entity (CAGE) code and serial number(s) shall be documented on the packaging sheet or attachment to the packing sheet. Each serialized item shall be individually packaged with the complete serial number noted on the package. Each date lot code shall be limited separately on the packing sheet to prevent date lot code co-mingling.

Note: CAGE N0. - The manufacturer's code identification number as listed in the commercial and government entity publication H4/H8.

#### **Q72 FOD/Damage Prevention**

Seller shall maintain a FOD prevention program in accordance with NAS-412 "Foreign Object Damage/Debris."

- a. Whenever/wherever FOD entrapment or foreign objects can migrate, seller shall ensure that all requirements are flowed down to subcontractors at every tier.
- b. Prior to closing inaccessible or obscured areas and compartments during assembly, seller shall inspect for FOD materials and ensure no FOD barriers remain embedded. Seller shall ensure tolling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD.

Boeing sellers are required to establish and maintain an FOD prevention program per D6-85622.


#### **Q73 Material Safety Data Sheets**

Seller is required to include one copy of the material safety data sheet (MSDS), and it shall be identifiable with each shipment of the items furnished under this order.

Seller shall notify buyer of any hazardous, toxic materials, chemicals substances, or mixtures or any combination thereof that may produce a hazardous environment, or any potentially dangerous process intended for use on a government or customer installation. The submittal will include the safety or control measures seller proposes to implement. Seller shall not deliver any such material to a government or customer installation until so authorized by buyer. This clause will be included in any subcontract issued for work on this contract.

#### **Q74 Resource Management**

Personnel performing the job under this order shall be qualified and certified in accordance to the applicable specification requirements.

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#### **Q75 Ozone Depleting Substances**

The required federal wording for the warning is:

"Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency (EPA) designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

Seller shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable:

Warning

Contains \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning

Manufactured with \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* Seller shall insert the name of the substance(s).

Boeing requires that the provisions/requirements set forth above be included in seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note supply chain shall mean seller's direct and indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers.

#### **Q76 Spaceflight Fastener Requirement NASA-STD-6008**


Spaceflight fasteners (i.e., installed and/or uninstalled): Seller shall assure all spaceflight fasteners provided to buyer under this purchase contract meet the requirements of NASA-STD-6008. Seller shall send buyer's authorized representative a signed or stamped certification stating that delivered spaceflight fasteners (i.e., installed and/or uninstalled) under this purchase contract comply with the stated requirements of NASA-STD-6008.

#### **Q77 Acceptance at Destination**

Work ordered under this contract is subject to final acceptance at ULA's facility as set forth on the face of the contract.

#### **Q78 Embedded or Hidden Data**

Any data provided electronically to the buyer by the seller or any of its subcontractors must be reviewed for embedded or hidden data prior to submittal. The submittals should be accomplished by a statement that the seller or its subcontractors have checked the submittal, and that the submittal contains no embedded or other hidden data (e.g., links, overlays, etc.) except for that specifically listed in the accompanying statement.

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#### **Q79 MDHI Design Parts – Buy Plan Requirements**

For MDHI designed parts the contract references a buy plan revision level.

The Buy Plan includes information on:

- Configuration Management – all applicable drawings with revision level and all issued EO's.
- Tooling – The use of manufacturing and inspection tooling by the supplier is optional provided that either the intent of the tooling is complied with, or the drawing/specifications invoked provide adequate definition.
- Specifications with revision levels – These supersede the specifications on the drawing, but the current revision level of all MD controlled specifications is defined by the MDHI website. Use the revision in effect on the date of the purchase order unless a specific specification revision is called out in the purchase order. A revision issued after the purchase order date may be used if it offers a benefit to the supplier or processor.
- Electronic data when officially released by MDHI – Electronic Data not listed on the buy plan is reference data and the configuration is controlled by drawings, mylars, and tooling.
- For synthetic part numbers the buy plan defines the “less than” or “more than” condition compared to the drawing requirements.
- Clarifying notes to aid manufacturability.
- Right of access – MDHI reserves the right of access with forty-eight (48) hour notice for itself as well as representatives of:
- Notification of organizational changes – The supplier shall provide notification to MDHI supplier quality by email, fax, or mail of any changes to:
  - Ownership
  - Senior quality management or quality contact information
  - Changes to the physical location
  - Changes in capability that affect current approvals of parts, processes, and quality systems

Notification may be made to:

Email: [supplierquality@mdhelicopters.com](mailto:supplierquality@mdhelicopters.com)

Fax: (480) 346-6242 Attn: Supplier Quality


Mail: Attn: Supplier Quality

MD Helicopters Company

4555 East McDowell Road Mesa AZ 85215

#### **Q80 MIL-HDBK-454 Guideline 9 Requirements**

Workmanship for items supplied on this purchase order shall comply with the requirements of military handbook standard MIL-HDBK-454, Guideline 9 entitled “General Guidelines for Electronic Equipment, Workmanship.”

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## **Q81 Approved Material Substitution**


### **1. Process Standards/Specifications Supersession List, Authorized Equivalent Parts List, and Approved Material Substitution List**

If any of the process standards/specifications incorporated in this contract have become obsolete, or materials required by Boeing drawing are not available, seller may refer to drawing number 1G50100 "Approved Substitute or Alternate List for Materials and Processes (ASAL)," for a list of superseding standards/specifications and authorized equivalent materials. Unless specified otherwise elsewhere in this contract, drawing number 1G50100 is buyer's authorization for seller to use the listed superseding process standards/specifications or authorized equivalent materials.

If an obsolete process is not listed, seller should contact buyer's authorized procurement representative to submit a supplier information request (SIR) to obtain authorization to use a superseding standard/specification. If there is no authorized equivalent material in the ASAL or if additional clarification is desired, seller should contact buyer's authorized procurement representative. If any of the parts required by a Boeing drawing are not available, or if additional clarification is desired, seller should contact buyer's authorized procurement representative.

### **2. Change Notification - - Huntington Beach Part Numbers 1Gxxxxx, 4Gxxxxx**

1. Seller agrees to advise buyer's authorized procurement representative of any change, initiated by seller, to the design, form, fit, or function of the goods furnished under this contract. Furthermore, any change involving a substitution of material, changes in seller's manufacturing and/or acceptance processes, or changes in manufacturing location will be submitted immediately in writing to buyer's authorized procurement representative for processing and review. Buyer will, within fifteen (15) days after receipt of the written notice, notify seller of acceptance, rejection, or other status of such changes. In no event will seller incorporate such changes without buyer's written approval. All goods to be delivered will incorporate all changes and revisions that are approved by buyer under this clause, commencing with the agreed effectivity of such changes.
2. Nothing contained in this clause will excuse seller from performing in strict compliance with the terms, conditions, delivery schedule, specification, or any other provision of this contract.
3. Noncompliance with this change notification requirement may result in subsequent rejection of delivered items and actual and/or consequential damages.

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## **Q82 D6-84111 Requirements**

This note only applies to non-unitized, nonconforming parts approved to ship as an open-nonconformance per D6-84111. Applicable to 737/747/767/777 (excludes 787).

Seller will be required to attach a defective part tag to the nonconforming part(s) when shipping open nonconformances.

The tag shall adhere to the following specifications:

- Overall Size (WxL): No smaller than 2-3/8" x 4-3/4"
- Color: Red
- Type/Grade: Tag stock, no smaller than 10 PT
- Punch:
  - Quantity 1
  - Diameter, 3/16"
  - Double side grommet reinforcement
- Language: English
- Font Color: Black
  - Shall contain the following title "Defective Part Tag"
- Shall contain the following information
  - Part number
  - Part name
  - Nonconformance number
  - Date
- Fastener Type: Wire or Zip tie
  - Wire: No smaller than 26-gauge wire
  - Zip Tie: No smaller than 0.10" thickness

## **Q83 Drop Shipped**

When RWN products drop shipped from a supplier (i.e., not delivered directly from RWN) the receiving supplier will act as RWN receiving inspection to ensure received parts are not damaged and comply with documentation, configuration, and identification requirements. If the receiving supplier suspects a nonconformance prior to any processing, the receiving supplier will notify RWN purchasing as soon as possible and prior to processing. The subject order may only be processed after written approval from RWN purchasing. All suppliers are expected to maintain one hundred percent (100%) conformance and control over all product released from their facility.


## **Q84 AS9100 Requirement**

The supplier shall have and maintain a quality system certified by a certification body and accredited by IAQG. Their quality management system (QMS) shall comply with the requirements of IAQG aerospace standard 9100.

## **Q85 NDT Procedure/Technique Submittal Requirement**

The NDT processor is responsible to provide evidence of NDT procedure approval (when required) to the supplier. Only applicable to Boeing St. Louis contracts and/or purchase order memo 9800-1 NDT can be found on the following website: [http://www.boeingsuppliers.com/supplier\\_portal/bdsSiteReqs.html](http://www.boeingsuppliers.com/supplier_portal/bdsSiteReqs.html)



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#### **Q86 Customer Surveillance**

Work under this order is subject to customer surveillance at supplier's plant. Customer quality control representative may elect to conduct inspection either on a random basis or to the extent of one hundred percent (100%) inspection. Supplier will be notified if inspection is to be conducted on specific shipments. No shipments are to be held for inspection unless notification is received prior to, or at time of, material being ready for shipment.

#### **Q87 Customer Product Verification**

Customer quality representative is required to perform product verification at RWN prior to each shipment. Product verification activities are based upon flow down of requirements, such as the prime contract, potential risk, supplier performance, and other factors.

#### **Q88 Work Transfer**

Suppliers are not permitted to transfer work or subcontract.

#### **Q89 Environmental Requirements**

Supplier shall implement an environmental management system to manage the environmental issues related to its activities. Where applicable, supplier shall give necessary information for restricted substances as per REACH regulations.

#### **Q90 National Quality Authorities Requirements**

The Supplier shall make arrangements that allow the National Quality Assurance Authorities (NQAA) and/or National Quality Assurance Representatives (NQAR) to make investigations necessary to determine compliance of the goods and processes with requirements of the contract. The investigations may include audits, enquiries, questions, discussions, and explanations, monitoring, witnessing, inspections, and checks.


The arrangements shall give positive assistance to the NQAA and/or NQAR. The supplier shall cooperate in performing the investigation by giving full, free, and unconditional access to the supplier's information and facilities and the supplier shall implement at its cost and forthwith any recommendations given by the NQAA and/or NQAR.

#### **Q91 D1-4426 Special Process Requirements**

When special process is referenced in the engineering data for articles specified on this purchase document or listed within D1-4426, manufacturing planning shall be approved by customer prior to commencing manufacture. Upon approval, seller shall not change the manufacturing planning without first submitting changes to customer for re-approval.

#### **Q92 Risk Management Requirements**

The supplier shall plan, implement, and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product such as, assessing hazards and management of associated risk, management of safety critical items, analyze and report any occurred event affecting safety of the product, communication of these events, and training of persons. Supplier shall be aware of the importance of ethical behavior and maintain an ethics policy for employees as it relates to their contribution to product or service conformity and product safety.


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**Q93 DPAS Requirements**

This order is a government rated contract. Federal law requires these orders to take preference over all unrated orders as necessary to meet required delivery dates. Persons receiving rated orders must give them preferential treatment as required under government regulations DPAS 15CFR700.

**Q94 Revision Requirements**

The supplier shall work to the latest process and material revision level unless otherwise specified in RWN purchase orders.

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## SHIPPING AND MATERIAL CLAUSES

Clause	Description
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### **S1A Acceptance of Material Prior to Schedule Date**

Items delivered more than ten (10) days prior to the Purchase Contract/Order item delivery schedule at Buyer's discretion, be returned to Seller. Seller will be charged shipping costs and Buyer's handling costs for returning the shipment. Shipments received more than ten days early will be counted against Seller's on-time delivery performance rating.

### **S1B EBC Preferred Supplier Grace Period**

Seller will use its best efforts to deliver per seller's contractual commitment date as set forth in the purchase order/contract in order to support Boeing's requirements. Seller shall immediately notify Boeing's purchase representative if seller intends to deliver after the contractual commitment date.

This clause, when applied, allows a three (3) calendar day grace period after the purchase order/contract completion schedule without seller performance rating penalty.

### **S1C Delivery Stretch-Out**

Seller agrees that in the event buyer finds it necessary to direct stretch-outs in equipment deliveries under this contract, any such stretch-outs in equipment delivery schedules will be accomplished by seller at no increase in contract price provided that such stretch-outs in delivery schedules do not exceed four (4) months on this for this contract.

### **S2A Early Delivery Not Authorized**

The seller is prohibited from effecting shipment more than ten (10) days in advance of the need dates identified in this purchase contract without prior written consent of the buyer via purchase contract change (PCC). Shipments received more than ten (10) days early will be counted against seller's on-time delivery performance rating.

### **S2B Accelerated Delivery Desired**


Accelerated delivery to the greatest extent possible in advance of the contractual on dock schedule is desired. Any accelerated delivery will be at no additional expense to the buyer or its customer. Notwithstanding anything to the contrary elsewhere in this contract, the payment-due date for deliveries made in accordance with this clause shall be computed from the latest of the actual delivery date, or the date of receipt of a correct invoice (if applicable).

### **S2C Authorization for Early Shipment**

Buyer agrees to accept shipment up to thirty (30) days prior to delivery dates set forth in this contract. Shipments more than thirty (30) days in advance of the delivery dates set forth in this contract require the written approval of buyer's procurement agent.

### **S3A Commercial Bill of Lading (Freight Prepaid)**

Shipments shall include a commercial bill of lading (CBL) and/or seller's equivalent bill of lading and, if applicable, any other required shipping document(s). Freight charges are seller's responsibility.

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### **S3B Advanced Shipping Notice/Barcoded Shipping Labels**

Seller shall provide, with each container shipped under this contract, an advanced shipping notice (ASN). For each container shipped, the seller shall provide two (2) readable copies of the ASN barcode as follows:

- One (1) copy is to be securely affixed to the outside of each container.
- One (1) copy is to be loose inside each container.

Nonconforming shipments are subject to rejection and repackaging at seller's expense. Instructions and guidelines related to the ASN process can be found on the Boeing supplier portal. To access, select the "Enterprise ASN Instructions" hyperlink under the header "Exostar Resources."

On all unit loads and transport packages shipped to buyer under this contract, seller will use barcoded shipping labels as specified in MRC-3.301-1.


Seller shall provide barcoded shipping labels, pursuant to information technology standard MRC 3.301-1, on all goods, items, and packages shipped to buyer.

### **S3C Shipments Under Government Entity**

1. Seller shall provide the following information to Boeing order/delivery management department by email to [DD250submittalrequest@Boeing.com](mailto:DD250submittalrequest@Boeing.com) at least ten (10) days prior to shipment. Buyer will utilize the following information to initiate and submit a receiving report in WAWF/iRAPT.

**NOTE: In the subject line of the email please use this format: "Clause C517 – Request for Receiving Report" and include the Purchase Contract Number and Line-Item Number.**


- a) Prime contract number
- b) Prime contract delivery order number
- c) Purchase contract number
- d) Purchase contract line-item number
- e) Part number
- f) Quantity shipping
- g) First article inspection (FAI) paperwork (if required by purchase contract)
- h) Certificate of conformance (C of C) paperwork (if required by purchase contract)
- i) UID number/serial number (if required by purchase contract)
- j) RFID number (reference carrier tracking and shipping (CTS) packaging instructions per D37522-6-d-1, suppliers/Boeing components requirements document for packaging and packing of spare parts for direct shipment; SECT. NO. 6-D-1.5.5, item description, marking, and age control provisions)
- k) Supplier CAGE code and ship from address (when parts are shipping from seller's facility)
- l) Packaging house CAGE code, name, and ship from address (as applicable)
- m) Does seller have access to DLA distribution DSS / vendor shipment module (VSM), (Yes / No)? If "No", provide the point of contact buyer should notify for VSM.
- n) Are pack and preservation instructions included in the CTS system, (Yes / No)? If "No", provide the point of contact buyer should notify when pack and preservation data has been updated in CTS.

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2. Boeing order/delivery management department shall notify seller by email when the receiving report has been submitted in WAWF/iRAPT and provide a copy of the submitted receiving report. This receiving report shall serve as seller's authorization to ship direct to buyer's customer. Two (2) copies are required to be included with the shipment. **Noncompliance may result in the shipment being returned to seller at seller's expense.**
3. After seller receives the receiving report from buyer, seller shall arrange for a United States government bill of lading through VSM at [https://vsm.distribution.dla.mil/net/secure\\_default.aspx](https://vsm.distribution.dla.mil/net/secure_default.aspx) to ship the part(s). Once the part(s) are shipped, seller shall submit a copy of the receiving report with the bill of lading information and a copy of the packing slip to the following email address: [SupplyServicesSparesDelivery@boeing.com](mailto:SupplyServicesSparesDelivery@boeing.com) and buyer's authorized procurement agent.
4. Seller shall comply with direct ship Instructions per MDA report P.S.1352 and packaging instructions per D37522-6-D-1, which can be accessed through CTS.

#### **S4 Additional Shipping Instructions**

Purchase order or in the documentation accompanying the item shall be included on all of seller's shipping documents for that item. No payment under this contract shall be due until the shipping documents received by buyer for the purchased or repaired item includes the correct internal order number and if applicable a national stock number (or equivalent).

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#### **S4A Special Shipping Instructions**

See the purchase order/contract for special shipping instructions. If direct/drop shipment is indicated, the items ordered on this purchase order/contract are sold to The Boeing Company, Boeing Commercial Airplanes, 2401 E. Wardlow Road, Long Beach, California 90807, and seller shall comply with the following additional requirements:

1. All shipments must not ship sooner than three (3) days before seller's commit date, unless purchase order has shipping clause 5002 attached.
2. Reference Boeing's customer name, purchase order/contract number, Boeing's purchase order and the applicable line item of the purchase order/contract on all shipping documents.
3. Do not reflect Boeing's procurement price/cost on shipping documents.
4. Include with shipping documents verification of inspection, serial number and other identifying information, if available, following accomplishment of source inspection or FAA inspection, as applicable, at seller's facility if such inspection is required by the purchase order/contract.
5. Seller must adhere to all packaging requirements of DPS 3.313 "Packaging Commercial Spare Parts & Materials for Distribution" or D37522-6 "Supplier Packaging" for all direct/drop shipments. If assistance is required for compliance, please contact Boeing packaging engineering at (714) 934-0314.  
\*\*Ask for a packaging engineer
6. Seller to assume all shipments are via ground method, unless otherwise directed by Boeing.
7. Transmit bill of lading and packing sheet numbers within four (4) hours to the following address:

THE BOEING COMPANY  
12200 MONARCH STREET, DOCK DOOR B  
GARDEN GROVE, CA 92841  
ATTN: Receiving Department D0GG-C621(Building 52-122)


Seller shall provide one (1) electronic or faxed copy of all shipping documents to Boeing at the above address immediately thereafter. Electronic copies can be e-mailed to [SPARESRECEIVING@boeing.com](mailto:SPARESRECEIVING@boeing.com) or fax copies to (714) 934-0315.

8. For assistance in shipping to Boeing's customer or their noted freight forwarder, as indicated on the purchase order/contract, contact the Boeing SSG supply chain logistics department

GGDC SCL Call Center: Telephone: (714) 934-0357 / Group Mailbox: [LADCTRAFFIC@boeing.com](mailto:LADCTRAFFIC@boeing.com)

#### **S4B Special FOB Information**

If FOB is other than "origin" or "destination," see the purchase order/contract for FOB information.

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#### **S5A Shipments to D37522-6/Supply Chain Logistics**

Seller shall pack the goods to D37522-6 "Supplier Packaging" instructions.

Note: D37522-6 supplier packaging instructions is available via the My Boeing Fleet (see MBF) portal, e-Enabled Supply Chain Management (see eSCM) portal, or a hardcopy copy from the On-Demand Print (ODP).

Seller shall pack the goods exported from the United States to international destination in accordance with applicable ISPM-15 regulations:

- a) The shipping documents will describe the material according to the applicable classification and/or tariff (all United States export documents and AES filing will be created and processed by Boeing SSG supply chain logistics when The Boeing Company is considered to be the USPPI).
- b) A shipment containing dangerous goods and non-dangerous goods must have separate packing sheets for the dangerous goods and non-dangerous goods.
- c) Shipments by seller or its subcontractors must include packing sheets containing procurement agent's purchase order/contract number, line-item number, description, and quantity of goods shipped, part number or size, if applicable, and appropriate evidence of inspections.
- d) Originals of all government bills of lading will be surrendered to the origin carrier at the time of shipment.
- e) The total number of shipping containers will be referenced on all shipping documents.
- f) Seller will mark each shipping container with the purchase order or contract number.


Clause C302 is referenced seller shall perform the following:

1. Primary packaging of parts shall consist of the following unless a more specific requirement is incorporated in this contract by another special condition:
  - Pack each contract line item's part(s) in a four (4) mil or greater clear plastic bag or vacuum-packed bag so that the part number is visible and quantity can be verified.

2. Packaging variances for parts delivered by a local conveyance:

This variance applies to packaging and identification for those parts that are delivered by seller-owned conveyance or by a local cartage company. The above requirements shall be followed except as noted in this section.

- A reclose-able feature for shipping containers is optional
  - Containers are permitted to be open, but parts must be secured to prevent damage or loss during transit
3. Each contract line item's parts that exceed sixty-four (64) cubic inches in volume or one (1) pound in weight shall be packaged individually. If such part is less than sixty-four (64) cubic inches and less than one (1) pound, they may be packaged in multiples in one (1) plastic bag or shipping container.

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**S5B Packaging, Marking, and Shipping to D37521-1/D37522-1**

Seller shall package, mark, and ship the goods ordered under this contract in accordance with document D37521-1.

If clause C60 is referenced, see D37522-1 for packaging instructions.


Clause C402 is referenced seller will mark all shipping documents and containers with the purchase contract/order number and if identified, the government contract number as specified in the buyer purchase contract/order. When affecting consolidated shipments, the outside shipping container will not be marked with the government order number.

**S5C QUP Packaging Instructions**

Quantity per unit pack (QUP) is each with the exception of “expendables.” Low dollar expendable items upon discretion of packaging expertise may be assigned a QUP of more than one (1) and packaged in quantities standard in the trade but shall not exceed the amount of \$200.00 for the applicable part.

Note: For Clause 308L see customer portal for proper preservation instructions.



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## **S5D Delivery, Notice of Delay, Packaging, and Shipment**

Seller will strictly adhere to the delivery and completion schedules specified in this contract.

These delivery dates are the buyer's on-dock dates (i.e., not shipping dates). Part of the buyer's supplier rating system is based upon the compliance with delivery date(s).

Seller is responsible for selecting packaging methods and materials, except Styrofoam and similar packaging materials or shredded "confetti" paper, which provide adequate protection at minimum cost. Packaging methods and material selected should consider, as a minimum, fragility, part composition, surface finish, size, weight and transportation mode. Packaging specified or referenced in this contract must be adhered to unless written deviation is authorized by buyer. Nonconforming packaging is subject to rejection or repackaging at seller's expense. Questions concerning these packaging instructions are to be directed to the buyer. Any change in price, terms, or conditions must be approved by the undersigned buyer's procurement agent prior to implementation.

Each contract item must be packaged and identified separately. If the part number consists of more than one (1) component, then each component shall be packaged in a single container. Markings on primary packaging must include the part number, nomenclature, and quantity. If applicable, include serial number, lot number, and cure date. DO NOT combine items from different contracts in the same shipping container.

All containers are subject to material inspection and should provide a re-closeable feature.

Loose fill packaging material (e.g., plastic peanuts or shredded paper), is prohibited unless contained in polyethylene bag or similar method.

Two (2) or more shipping containers and/or a total weight exceeding one hundred fifty (150) pounds must be combined into a unitary load. The limit size of unitary loads in fifty (50) inches overall height, 42" X 48" pallet (double deck construction) and a maximum four (4) inches overhang on any side. Unitary loads must be properly stacked and bound (i.e., efficient stacking pattern) and bound by stretch wrap. Containers over one hundred fifty (150) pounds and/or sixty (60) inches and up footprint must integrate a 4-way entry skid permitting the use of standard material handling equipment.


Seller must provide legible packing slips, located in a conspicuous and easily accessible place on the inside of the shipping container, unitary, or pallet loads. For shipments originating outside the United States, seller must provide two (2) copies of a legible packing slip inside the box. All associated paperwork (e.g., certifications, test reports, MRD's, etc.) must be located with the packing slips.

In addition, one (1) copy of the packing slip must be in a conspicuous and easily accessible place on the outside of the shipping containers or unitary loads. Each shipping container shall be identified with the address, contract number, item number(s), and part number.

Except as specifically authorized by this contract, buyer shall not be responsible for payment of goods delivered by seller, which are in excess of the total quantity ordered. Upon receipt of any excess quantity, the buyer will notify seller of the over shipment and allow forty-eight (48) hours for seller's determination of whether seller will:

1. Pick up the excess material at buyer's facility;
2. Authorize packing and return shipment at seller's expense (if seller elects to have material returned), buyer's minimum charges for repackaging and shipping will be \$250.00; or

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3. Permit buyer to retain such goods at no cost to buyer.

**This clause C130M shall take precedence over general provisions packing and shipping instructions should a conflict between clause C130M and the general provisions arise.**

#### **S5E Packaging-Procurement Specification 27M100**

The goods and services supplied under this contract shall be cleaned and packaged in accordance with Boeing Procurement Specification 27M100 when specified by a 30M Supplement, a 7M/ST7M/K7M part definition document, a 27M Procurement Specification, and/or a SPECO (Specification Outside Processing).

#### **S5F Standard Shipping and Packaging**

The supplier shall incorporate best commercial standard practices for packaging and preservation (wrapping, padding, capping, forming, etc.) of ALL articles to prevent damage during shipment applying to this purchase order. Each package will be permanently and legibly marked with the purchase order number, manufacture's name and packing sheet number.

#### **MD Helicopters**

Product must be packaged to protect the product from transit damage. The use of staples, clips and loose fill polystyrene (peanuts) is prohibited (to comply with MDHI's FOD protection requirements). ESD protection made of static dissipating material is required for electronic products. Skins must be shipped in wooden crates to prevent shipping damage. MDHI reserves the right to return product that is not packaged per these requirements or other packaging requirements identified on drawings or buy plans.

#### **L3 Customer**

All wood packaging will meet the requirements of ISPM 15 - Regulation of Wood Packaging Material and International Trade and be identified per the document AS FOLLOWS:


All Non-Manufactured Coniferous wood (Soft woods from Coniferous trees and Hard woods from non-coniferous trees), Shall be treated to ensure the wood is BUG free. Material shall be Heat Treated (HT) Material Certified by an Accredited Agency and Recognized by the American Lumber Standards Committee (ALSC) and Marked with the HT Stamp. HT Lumber is lumber that has been heated to 56 Degrees C (Core Temperature) for 30 Minutes and Marked with the appropriate Quality Mark. The Material may also be Fumigated (MB) with Methyl Bromide. The ALSC approved markings for Boxes and Crates shall be placed on both ends of the outer packaging between the End Cleats for End Battens in at least ONE-INCH-HIGH letters. Marks may be placed above required MIL-STD-129 Markings. Internal Blocking and Bracing must comply also and be marked if at all possible. For the product imported by a domestic supplier from an international source, it is the sole responsibility of the domestic source to ensure that this standard (ISPM 15) is met.

#### **Vought / Triumph Requirements**

Seller shall, unless otherwise stated in the Order, prepare and package all Products in accordance with the requirements set forth in Buyer's Packaging and Packing Requirements Manual. Damage resulting from failure to comply with such requirements will be charged to Seller.

Shipping terms shall be as designated on the face of the Order. Seller must ship strictly in accordance with the instructions and requirements set forth in Buyer's Shipping Requirements Manual and Buyer's Traffic Routing Guide. Unless otherwise directed by Buyer, if an Order is labeled for OTMS delivery, Seller shall process all deliveries through and comply with all instructions and requirements of Buyer's Order/Transportation Management System ("OTMS").

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OTMS can be accessed from Buyer's Supplier Website under Shipping Information, Business Unit Shipping Information, Triumph Aerostructures – Vought Aircraft Division, Link to OTMS System. When using OTMS, Seller must include the OTMS generated Approval to Ship (ATS) number on its invoice in lieu of a shipper number or packing slip number.

#### **Boeing Customer**

Seller shall ship in accordance with the instructions set forth below and the specific routing terms contained in this PO/Contract (see "Ship Via").

1. Shipping instructions within the MDC PO/Contract apply to all shipments (except those on Government Bill of Lading or those under Seller's responsibility) consigned to our California facilities (Carson, Long Beach, Palmdale or Torrance); and to our facility in Macon, Georgia; and to our Contractor Operated Storage Sites (COSS) at Charleston AFB, South Carolina; and Edwards AFB, California.
2. All items shipped in one day must be consolidated on one collect Bill of Lading or Airbill, unless directed otherwise. Prepay and add is not authorized. Supplier invoices with freight added will be assessed \$50.00 to cover our processing cost. (Exception: authorized United Parcel Service [UPS] shipments.)
3. Surface shipments (not individual packages) weighing 150 pounds or less and meeting United Parcel Service (UPS) restrictions must be forwarded via UPS.
4. Note: Air shipments must be forwarded on Second Day Service Request unless otherwise authorized by MDC personnel.
5. Unauthorized deviations incurring excessive freight charges will be debited to the Seller.
6. Do not insure or declare value on any shipment unless specifically directed to do so.
7. Where rates are dependent upon declared or released valuation, your Bill of Lading or Airbill must state the value which will provide the lowest rate.
8. Material must be described on shipping documents (Bill of Lading or Airbill) in accordance with the applicable classification and/or tariff.
9. Indicate PO/Contract number(s) and total number of containers on all shipping documents. Label each container with the PO/Contract number and the number with each container represents to the total to be shipped (i.e., Box 1 of 6).
10. Mail original Bill of Lading or Airbill (or a legible copy) To: MDC, 2401 E. Wardlow Rd., Long Beach, CA 90807; ATTN: Traffic and Customs, C1-F41 (56A-21).
11. Failure to use carriers specified may result in your being responsible for loss or damage in transit.
12. Shipments weighing in excess of 10,000 pounds or over-dimensional and requiring special equipment (i.e., air ride, electronic van, or heavy haul trailers), contact MDC Transportation at (310) 593-5700.
13. If unable to comply with these instructions or for any inquiries or special instructions, contact the Traffic & Customs Department, (310) 593-5700.

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## S5G LMI Shipping Requirements

When a packaging specification or direction is not provided by the engineering drawings, specifications or Purchase Order, the packaging shall be in accordance with:

- Commercial: ASTM-D3951, Standard Practice for Commercial Packaging
- Military: MIL-STD-2073-1D, Standard Practice for Military Packaging

Supplier shall provide a Packing Sheet for each separate shipment that includes as a minimum:

- Supplier's name and address
- Buyer's Purchase Order number, change order number and applicable line-item number.
- Part number and quantity
- Applicable engineering drawing revision levels and engineering drawing changes (ADCN, EO, etc.) as stated on the Buyer's Purchase Order or subsequent Purchase Order revision.

Foreign Suppliers shall additionally provide:

- Custom's Declaration Letter
- Declaration of Origin






A bar coded shipping label is required to be affixed on the outside of each package shipped to LMI. Use Code 39 bar code font, with no start/stop characters. The following items are an explanation of the requirements and a sample bar code label:

- LMI Purchase Order number: Usually a letter followed by five numbers.
- Line Item: Usually three or four digits. The fourth digit (usually a letter) is used on non -reoccurring items and it indicates the PO line-item type.
- Part Number: Part number as reflected on the PO.
- Quantity: Reflects how many items are in the package.
- Shipment Number: Indicates if this is a first, second, third, etc. shipment against a specific PO.
- Box \_\_\_ of \_\_\_ for the PO/Line Item being shipped.

Sample Bar Coded Label


<b>From: Supplier Name</b>		<b>To: LMI Aerospace</b>	
<b>Address</b>		<b>Address of Delivery Location</b>	
<b>City, State, Zip</b>		<b>City, State, Zip</b>	

LMI Purchase Order Number: G12345	
	
Item Number: 001T	
	
Part Number: 00222112211222	
	
Quantity: 5	Shipment Number: 1
	
Box 1 of 3	

## S6 Evaluation and Authorization of Chemical Compliance

If raw materials, parts or assemblies contain substance of very high concern (SVHCs) as prescribed by EU Directive EC No. 1907/2006, Registration, Evaluation and Authorization of Chemicals, identification shall be included with the shipment. This identification should list the SVHC-designated chemicals present in the purchased article and the conditions under which handling precautions should be taken.

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#### **S7 Manufacturers / Content Identification**

Seller shall identify on all test reports and certifications or (if test reports and certifications are not required) on all shipping documents, the manufacturer of materials that are furnished under this Purchase Order/Contract. The material shall bear the identification of the manufacturer when the material is under approved source control.

Items contained herein shall be identified with the same part number as noted in the item description section of the Purchase Order/ Order. Seller shall physically identify, tag or individually bag parts with the appropriate identification. In case of bulk shipments, seller shall package in accordance with seller's standard quantity per package.

Clause C404 is referenced Seller shall identify each unit delivered hereunder by rubber stamping Seller's name close to the part number appearing thereon and, further, shall identify each such unit in accordance with McDonnell Process Specification 16001.


#### **S8 Packaging Slip**

Pack slip/ duplicate document required for receipt / payment processing. The following information must be referenced on every pack slip:

1. Suppliers name, Address & phone number
2. Customer purchase order number
3. Date parts shipped.
4. Total quantity shipped & total quantity in each container.
5. Part number shown on the purchase order.
6. Bill of lading (required on direct shipments)
7. Legible pack slip number.
8. Description/ nomenclature
9. Customer purchase order number and / or position number
10. Unit of measure
11. Sold to & / or ship to as applicable.
12. Warranty data & certification data as applicable

#### **Shipping Container**

1. Name & address of consignee.
2. Name & address of consigner.
3. Customer purchase order number
4. Part number as shown on the purchase order.
5. Quantity of parts in container
6. Box number.
7. Precautionary handling, labeling or marking as required.
8. Country of origin is required from a Non-U.S Source
9. Multiple boxes with same pack slip must reference (1 of 3, 2 of 3) etc.

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#### **S9A Distribution Instructions for Shipping Documents**

Distribution of shipping documents shall be made in accordance with MCAIR Report PS1352, Direct Shipping Instruction Manual.

Shipments shall be accompanied with Buyer's designated shipping documents or Seller's equivalent commercial shipping documents. Do not ship items to Buyer. Destination codes, stock numbers and other elements of shipping instructions needed to complete a commercial shipper will be provided in writing by the Buyer. In the event an item is ready for shipment, but appropriate shipping instructions have not been received, Seller is required to contact the buyer who signed this order for instructions.

#### **S9B Milstrip Requisition Numbers**

Milstrip requisition numbers must appear on the shipping document.

#### **S9C Tata Shipment Instructions**

Dispatch documents shall be as required and instructed by SQR on site when required.

The regular order shall be packed safely to protect parts from movement. Prevent damagers during transport. Adequate support shall be provided to parts that are flexible and vulnerable due to lifting and loading patterns or mechanisms as required.

**Note: if applicable for suspected parts (as declared by SQR) shall be separately packed. This box/ container shall have clear identification such as "SUSPECTED PARTS". Suspected parts shall have one original copy undersigned by an Onsite SQR indicating the parts contained are cleared.**


Each box shall have a packing list along with the box. The items mentioned in the lists shall be in alphanumeric increasing order. All boxes shall have stack up details and instructions of loading. Unless otherwise stated in the PO, Supplier shall ship all the contents in the PO in maximum of **three (3)** shipments. The shipment shall be numbered as follows: Shipment 1: PO 4500002118-1/3, PO 4500002118-2/3, PO 4500002118-3/3.

Shipments of parts with incomplete PO requirements such as non-conforming parts, fit to check etc. Supplier must receive approval to ship such parts, or ship the kit baring the shortages, by completing the Form 04300-03 to TASL SCM and TASL SQA representatives.

Parts that are repaired after a disposition from TASL, shall be attached with a "YELLOW" Tag. For parts which need conditional acceptance shall be shipped with Tag Form 04302-14 and part shall have the particular feature details noted in the Supplier Carry Forward Tracker Form 04300-06.

#### **S10A Authorization for Procurement of Material and Fabrication**

Seller is authorized to procure all Seller furnished material on receipt of this Purchase Order/ Contract. However, Seller shall not begin fabrication effort in advance of the reasonable lead time required to accomplish delivery in accordance with the schedule unless Seller obtains the prior written consent of Buyer's Procurement Agent.

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## **S10B Material Substitution Prohibition**

Seller is to follow the following:

### Unauthorized Material Substitutions (General)

Unauthorized material substitutions are not permitted on Buyer's Goods. It includes any deviation from the engineering definition of raw material. Engineering definitions includes Buyer design drawing and applicable specification, product specifications, form size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitution. Do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917.

Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized documents.

### Reports

Raw material certification shall show clear traceability to the mfg. of the raw material including metal casting source, all thermo-mechanical processing, heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

Note: Review Boeing Clause D607 for further details.


The use of tin, zinc, and cadmium is prohibited as specified in the following subparagraphs. Any exceptions to these prohibitions shall be approved in advance in writing by Buyer.

## **S10C Raw Material Risk Mitigation**

Thirty days after receipt of this contract, Seller shall be required to provide documentation verifying protection against raw material market price and lead time variability. Such documentation shall cover all raw material types required to build the parts contained in this contract order and any option period if applicable. The required documentation may be in the form of packing slips, invoices, long term contract, written pricing and availability assurance from mills, available stock on hand, or other substantive documentation.

If Seller is unable to provide documentation, this purchase order may be cancelled pursuant to the Cancellation for Default article set forth in Buyer's General Provisions. Cancellation will result at a no cost to Buyer.

Applicability: Seller is required to furnish raw material, when the buyer deems the raw material type to possess excessive price and lead-time variability.

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**S11A Approved Foreign Metallic Raw Material – DMS2201**

Seller agrees not to incorporate into any product to be delivered under this contract foreign produced metallic raw material unless it meets the requirements specified in DMS 2201.

Approved non-domestic metallic raw material maker for Industry & government specifications (AMS, ASTM, MIL, and QQ etc.) are listed in the qualified Products List (QPL) of DMS2201 (Procurement From Foreign Sources- Metallic Raw Materials).


The DMS2201 QPL listing of manufactures is not an approval by Buyer that said Mfg.' raw material is compliant with any other requirements of this contract (DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals).

Seller Furnished Material Certification shall contain the following:

1. Description of the material used in the manufacturer of the end-item.
2. Material specification
3. lot, heat or batch number identification.
4. Source of procurement (Name, Address and Country).
5. Origin of Material
6. Name and location of the Melting facility.
7. Name and location of Mill.
8. Mill certification.
9. All other requirements as specified in the applicable raw material specifications including chemical and physical analysis.

Seller shall retain certification for a period of no less than seven (7) years after final payment.



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#### **S11B DPS and DMS Specification Requirements**

Seller shall comply with Douglas Process Standard (DPS) and / or Douglas Material Specification (DMS) set forth in this contract and shall, at a minimum, update the DPS's/DMS's to the latest revisions as set forth in the Long Beach Structure Navigator (PSN), at the beginning of each calendar quarter.

If an update may have a cost/price or schedule impact for which Seller may submit request for an increase or decrease in the cost/price or schedule of this contract, Seller shall not incorporate any such change without specific direction of the Buyer's Authorized Procurement Representative in the form of the Purchase Contract Change (PCC) and shall submit a proposal for such cost/price or schedule impact to Buyer's Authorized Procurement Representative.

If the Seller is unable to obtain access or have questions, Seller shall immediately contact the Buyer for information regarding such access or latest information regarding DOS/DMS revisions.

Note: Many DPS require Boeing-approved process sources per D1-4426. Where applicable and indicated, only suppliers listed in D1-4426 are qualified to be used, Seller is responsible for its approval and for being aware of the approval status of its subcontractors relative to D1-4426. Additionally, the Approved Process Sources list can be applicable to specific part numbers. As such, only suppliers listed on the D1-4426 can be used for these part numbers.

Seller shall provide information regarding any changes to the non-approved process source being qualified (to become an Approved Process Source listed in D1-4426). Such changes shall be submitted to the Buyer for approval prior to start of work.

Submittal of changes does not constitute Buyer's acceptance of the changes.

At no time shall the seller or seller's sub-tier ship product into Buyer or other Buyer prescribed locations without being D1-4426 complaint, as applicable.


#### **S12A Seller Verification**

Seller shall be responsible for verifying that all Buyer furnished drawings, Special Manufacturing Instructions (SMI), Auto Planning Instructions (A/P), Tooling and other technical data conforms to the requirements as contained in the Buyer's purchase contract. In the event that the above information is perceived to be in error resulting in fabrication of quality concerns, the Seller shall promptly notify the Buyer Procurement Agent and shall not continue with performance of the work until such concerns are reconciled.

#### **S12B Engineering- B/P, E.O., SPECO Revision / Material Estimating Requirements**

Seller shall fabricate units ordered hereunder as specified by the applicable site-specific blueprint through the indicated E.O. and by the attached site-specific special manufacturing instructions (SMI) / SPECO.

Buyer's blueprint bill of material sizes are approximate and make no allowances for tooling tabs or excess material for producing parts. Estimates of material requirements shall be Seller's responsibility.

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### **S13 Safety Requirements**

All provisions herein, or parts thereof, which relate solely to health, safety or fire prevention, are mandatory only to Buyer performance. They are only advisory as to work performed by vendor and subcontractors and are not intended to replace the vendor's or subcontractor's independent judgment with respect to OSHA or other employee health, safety or fire prevention requirements.

For Clause D403 sellers are to:

1. Packaging, packing, marking, labeling, shipping paper designations and certifications, handling, and movement of materials ordered herein will be in accordance with all applicable statutes and government rules, regulations, and orders. Seller will provide required test data on all packages tested in accordance with applicable statutes and government rules, regulations, and orders.
2. Materials potentially injurious to the user will have unit containers marked or labeled with appropriate handling instructions in accordance with all applicable statutes and government rules, regulations, and orders.
3. For materials procured in drums, Seller will identify fire and health precautions on opposite sides and tops of drums.
4. Radioactive Material:
  - a. Seller shall prominently mark the outside of each shipping container containing radioactive material with the following notice:

**"RADIOACTIVE MATERIAL - DO NOT OPEN IN RECEIVING. NOTIFY SITE RADIATION SAFETY OFFICER (RSO) IMMEDIATELY."**

- b. Seller shall package and label all radioactive materials in compliance with current Nuclear Regulatory Commission (NRC) and Department of Transportation (DOT) rules and regulations.


### **S14 30M Supplemental Requirements**

Seller agrees the goods and services supplied under this contract shall meet all requirements in accordance with the applicable Boeing- St. Louis 30M Supplement.

### **S15 MSDS-Hazardous**

Prior to shipping hazardous materials, chemical substances and mixtures (solids, liquids, cryogenic liquids, gases) hereunder, Seller will provide Buyer (see paragraph (6) with two (2) copies of the Material/Safety Data Sheet (M/SDS) [U.S. Department of Labor "OSHA Voluntary Form (Non-Mandatory Form)"] for each material, inclusive of all required information.

Seller shall: 1) send one copy of the M/SDS to Buyer's Authorized Procurement Representative, then e-mail one copy to msds@boeing.com prior to shipment; and 2) include one copy with the shipment.

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#### **S16 Registration, Evaluation, and Authorization of Chemicals**

ONLY APPLICABLE to shipments going directly to outside continentals of the United States.

Seller must:

Registration, Evaluation and Authorization of Chemicals (REACH) compliance:

If raw materials, parts or assemblies contain substances of very high concern (SVHCs) as prescribed by EU directive EC No. 1907/2006, Registration, Evaluation and Authorization of Chemicals, identification shall be included with the shipment. This identification should list the SVHC-designated chemicals present in the purchased article and the conditions under which handling precautions should be taken.

#### **S17 Unverified / Invalid Rejection Return**

If Seller is unable to verify nonconformance/failure mode on goods returned by Buyer for rework/ replacement, Seller will contact Buyer and request authorization to return the goods.

Shipping documents for returned goods will contain the following information:

1. A concise statement of the reason for return of the goods, including summary of Tests /inspection performed and results obtained.
2. The name of Buyer's Authorized Procurement Representative who authorized return of the goods.

#### **S18 Electrostatic Discharge**

Devices purchased on this contract are susceptible to damage or degradation from application of electrostatic discharges and should be packaged in the following manner:

Printed circuit board assemblies shall be labeled with an ESD caution label and shall be wrapped or cushioned in a manner to prevent pins from penetrating the anti-static, static dissipative, or conductive layer, and placed inside a conductive bag.


Devices contained in conductive, anti-static, or static dissipative rails need to be placed in a conductive bag. Devices not contained in conductive, static dissipative, or anti-static rails shall have the leads shorted in conductive noncorrosive foam or other conductive material and placed inside a conductive bag. Axial lead devices such as resistors, diodes, etc., may be shipped without having their leads shorted. These devices shall then be packed in a laminated bag (anti-static inner layer plus a middle or outer conductive layer).

Packaging shall be a maximum of fifty (50) pieces per bag or rail. Conductive noncorrosive material is defined as having a maximum surface resistivity of ten (10) to the fifth power ohms per square or less. Static dissipative material is defined as having a surface resistivity of greater than 10 to the fifth, but not greater than ten (10) to the ninth ohms per square. Antistatic material is defined as having a surface resistivity greater than ten (10) to the ninth power but less than ten (10) to the fourteenth power ohms per square. Anti-static or static dissipative material is acceptable when a conductive layer or bag is utilized.

Non-conductive or static generating wrapping or cushioning material is unacceptable. SRA/SRU/WRA/LRU(s) shall be labeled with an ESD caution label and connectors capped with conductive caps or protected by equivalent ESD protection.

All primary and intermediate packages as well as all shipping containers shall be clearly labeled with an ESD caution label. Electrostatic sensitive devices not shipped in accordance with this condition shall be considered nonconforming goods and subject to all applicable remedies as set forth elsewhere in this contract.

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#### **S19 Customer Border Protection**

For shipments via ocean vessel where Buyer is the Importer of Record with U.S. Customs and Border Protection (CBP), the Ocean Container Clause set forth in the following link shall apply and is incorporated herein by this reference:

<http://www.routingguides.com/boeing/>

In the event that CBP assesses Buyer with liquidated damages, fines or penalties either for failure to file the Importer Security Filing (ISF) data, or for late or inaccurate filing of the ISF data, Seller shall assist Buyer with investigating and resolving the situation. Such assistance shall include but is not limited to (i) upon Buyers reasonable request, providing Buyer with relevant documentation and making Seller personnel available to answer questions, and (ii) taking such corrective action as is necessary to minimize the risk of additional damages, fines or penalties.

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## FINANCIAL AND ACCOUNTING CLAUSES

Clause	Description
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### F01 Auto-Pay Provisions

Notwithstanding the general terms and conditions of this contract regarding invoice and payment, Seller shall not submit invoices to Buyer for payment except as noted below:

Buyer will make payment for the quality of material received in Seller's tender of delivery, using purchase order unit price and unit of measure. For payment of progress, payment billings or non-recurring items on this order, Seller shall submit invoices in accordance with directions contained in the general terms and conditions and any special conditions pertaining to progress payment in this contract.

Questions pertaining to the policy or payment should be directed to the Buyer Procurement Agent.

### F02A Sales Taxes-Resale-The Boeing / Aerospace Company

Buyer warrants:

1. title to items purchased hereunder shall pass to and vest in the US Gov. upon delivery by Seller under the terms of the Buyer's Gov. contract.
2. or that the items are purchased for resale, and that state and local sales and use taxes are not applicable to this purchase: or that the taxing authority has authorized Buyer to purchase items without payment of sales or use taxes to Seller.

Reference to clause F502 & F504 for Buyer's registration numbers for sale and use taxes.

Per Research & Development- Buyer Warrants:

1. that title to items purchased hereunder shall pass to and vest in the United States Government upon delivery by Seller under the terms of the Buyer's.
2. Government contract or (ii) that items purchased will be used in a manner exempt under the pertinent State Statute. Buyer's authorization or registration numbers for sales and use taxes.

### F02B Price Warrant


Seller warrants that prices shown herein are based on the latest information available, including latest actual cost data, and the prices shown herein are no greater than prices being charged to other customer for similar parts in like quantities and schedules with equivalent specifications.

AAR customer prices in the order are all inclusive, including, but not limited to taxes, the cost of packaging, crating, materials and delivery to the FOB point. Prices are not subject to revision.

### F02C Warranty Corrections

If Buyer returns goods to Seller pursuant to this contract's warranty provision, Buyer may withhold, from any sums owed Seller under this or any other contract, the contract price for such goods until such goods have been corrected or replaced and returned to Buyer. Such withhold will be applied against payments due Seller under this contract unless the amount of the withhold exceeds the amount due under this contract.

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### **F03 OMB Accelerated Payment Program (New Purchase Contracts)**

The Office of Management & Budget and procuring agencies have initiated and accelerated payment program encouraging contractors to make accelerated payments to small business subcontractors. Consistent with this guidance, Buyer will use best efforts to pay Seller amounts due under this contract within fifteen (15) days of receipt of proper invoice or within any shorter time period as provided for under this contract. Accelerated payments contemplated by this clause are predicated upon Buyer receiving accelerated payments from the Gov. In the event the Government discontinues making accelerated payments. Buyer will likewise cease its accelerated payment goal. It is Buyer's expectation that Seller shall similarly accelerate payment to its small business suppliers consistent with the clause.

This clause does not change the net thirty (30) days payment term that were negotiated and defined in this contract or any other provisions or discount provisions for prompt payment.

### **F04 Customer Contract Requirements**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a government prime contract, as defined in FAR Part 2.101.

See Clause H204 for detail requirements to FAR Clauses.

### **F05 Repair / Replacement Debit (Variable)**

The item(s) shown below are being returned for repair/replacement due to non-conformance. Seller's account is being debited for the quantity returned. Upon satisfactory repair/replacement and acceptance by Buyer, a credit will be issued. The Buyer will add an attachment F001. to the purchase contract line item.

"Original PC information" requests the following inputs:

PC number:

Line Item:

Qty:

Unit Price:

"Repair PC information" requests the following inputs:

PC number:


Line Item:

Qty:

Unit Price

### **F06 Cost Accounting Standards**

The clause entitled "Cost Accounting Standards," FAR 52.230-2, excluding paragraph (b), is incorporated herein by reference. In this clause, "Contractor" shall mean Seller. Seller shall comply with the clause in effect on Seller's award date or if Seller has submitted certified cost or pricing data, on the date of final agreement on price as shown on Seller's signed Certificate of Current Cost or Pricing Data.

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## GENERAL CLAUSES

Clause	Description
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### **E01A Customer Contract Requirements (CCR)**

Terms and conditions of Buyer's customer contract that are incorporated in this contract are set forth in the CCR document, which may be accessed at per customer portal.

RWN is required to gain access and maintain access of customer portal to utilize the following electronic accounts during performance of contract.

### **E01B Solicitation / Contract Attachments (Variable)**

This Clause incorporates by reference all attachment(s), exhibits, and/or appendices indicated on either the solicitation or Purchase Contract/Order, as applicable.

### **E01C Strategic Agreement**

This purchase contract is a release against a Strategic Agreement previously entered into between Seller and Buyer. All provisions, terms & conditions of the Strategic Agreement are hereby incorporated into & made a part of this purchase contract release to the extent they are identified on the release. The Strategic Agreement number is as specified in the header on pg. 1 from the purchase contract release.


### **E01D DPAS Rating**

Notwithstanding information to the contrary that may be specified elsewhere herein, the DPAS rating applicable to this contract 's line items are listed as described below:

Purchase Contract Line Items	DPAS Rating
------------------------------	-------------

### **E01E Political Contributions, Fees, and Commissions**

This clause applies when this contract is for \$500,000 or more and Buyer's prime contract is for the use of the armed forces of a foreign country or international organization. This clause is derived from the ITAR at 22 CFR 130, which requires Buyer to obtain from Seller a disclosure of political contributions or fees or commissions paid, or offered or agreed to be paid, by Seller with respect to Buyer's prime contract.

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## **E02 Subcontracting with a Foreign Seller**

Buyer's approval of Seller's request for approval to subcontract with a foreign third party a portion of the goods ordered hereunder is contingent upon the following.

Seller must have on file a "rate of drawback" request with the United States Bureau of Customs (a copy of which will be furnished to Boeing) and shall pay all US Custom Duties, using the "drawback" method, on all supplies which will be used on aircraft to be exported from the US by Boeing or a Boeing Customer.

Seller will maintain and furnish Buyer with records of all such imports incorporated into the supplies ordered.

Buyer will file for drawback, using Seller's record of imports, upon exportation of the aircraft and retain the refund as a price reduction of the supplies ordered. In addition to furnishing the documentation specified above, Seller shall, as requested by Buyer, furnish any other documentation and establish any administrative controls or invoicing procedures which may be required to properly and economically import and to follow Buyer to export any articles and/ or items utilizing the supplies furnished hereunder and obtain the refund of moneys paid in connection therewith. Seller shall also be responsible for assuring that its subcontractors furnish any documentation which may be required to carry out the intent of this clause.

## **E03 Affirmative Action and Nondiscrimination Obligation of Contractors**

This clause is applicable if this contract exceeds \$10,000. Pursuant to the requirements of 41 CFR Part 60-741.5(a) and 41 CFR Part 60-300.5(a):

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5 (a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5 (a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**


## **E04 Reporting Discrepancies in Buyer Drawings**

Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Seller in respect of Buyer-furnished drawings or engineering data will be brought to the attention of Buyer's Authorized Procurement Representative for resolution within 30 days of receipt of the purchase order.

## **E05 Spares Provisioning**

Initial and/or replenishment spare parts for the supplies acquired hereunder will be provisioned concurrently with production releases to the extent possible. For those provisioning orders issued concurrently with production releases (or in such a manner as to permit production concurrently with production releases), either under this Purchase Order/Contract or under a separate spare parts agreement, the price for each item shall not exceed the price of the same item under the production release, except for special handling and packaging costs applicable to spare parts.



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#### **E06A Supplier Delivery Follow-Up (SDF)**

Delivery dates in this contract are dates Goods are required on Buyer's dock. When Seller anticipates that any Goods will not be on dock by the required delivery date, or when parts are identified by Buyer as a shortage in the SDF tool, Seller shall enter the estimated on-dock date (EOD) into SDF. Seller shall enter reason for shortage using the best information available and provide comments to include additional status information. Daily monitoring of SDF is a requirement of Seller under this contract. Seller's maintenance of up to date, accurate, and complete information may be used as a consideration for future business opportunities. The SDF tool is accessible via the Supplier Portal. If Seller does not have access to SDF, Seller shall contact Buyer's Authorized Procurement Representative to obtain access. By requiring Seller to enter EOD into SDF, Buyer is not accepting Seller's proposed EOD, changing any contract terms, or waiving any rights or remedies available to Buyer at law or in equity or under this contract.

#### **E06B Collaborative Performance Management**

Document is incorporated in the contract.

When requested in writing by Buyer due to a performance concern, Buyer and Seller shall work together to define a mutually agreed upon set of data that will be used to support the successful execution of the contract and to achieve program initiatives. Seller shall submit reports or data that have been mutually agreed upon by Seller and Buyer. Seller's existing format may be acceptable.

Performance areas requiring data may include, but are not limited to:

##### **1. Quality and Delivery.** Expected reports or data may include:

- Root Cause and Corrective Action
- Recovery Plan/Production Milestone

**2. Risk Management.** Seller shall assess the likelihood and consequence of risks related to schedule, cost, technical and quality. Seller is encouraged to proactively communicate significant issues that affect performance and to solicit Buyer assistance as needed. Sample data or reports may include:

- Mitigation plan, schedule and status.
- Staffing and succession plans.
- Contingency plan for work stoppage.


**3. Sub-Tier Supplier Management.** Buyer expects Seller to have a robust sub-tier management plan. Data may include:

- Process to perform Source Selection
- Process for flowing down requirements and ensuring adherence
- Metrics used to track sub-tier supplier quality and delivery performance
- Raw Material/Standard procurement plan

**4. Continuous Improvement/Cost Reduction.** It is expected that Seller will strive for continuous improvement. Seller and Buyer shall each identify cost reduction and continuous improvement opportunities and work together for implementation. Both parties are to determine the amount of savings and share in the savings after implementation. Examples of data demonstrating continuous improvement and cost reduction may include:

- Yearly strategic plan with defined goals (e.g. capital expenditures, personnel, facilities)
- Cost reduction goals and targets
- Lean Strategy with objectives, schedules and report out data (Seller directed or jointly conducted)
- Total Cost Performance Review (can include overhead, man hours, production and support)

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#### **E06C Configuration Management**

Seller shall maintain engineering, manufacturing, and quality controls such that all items scheduled for delivery under this contract conform to the configuration management requirements set forth below in this Clause. These requirements apply without limitation to each and every end item Seller delivers to Buyer under this contract regardless of whether or not such item is a Commercial Off-The- Shelf (COTS) item, catalog item, build to print item, Seller designed item, Buyer designed item, or any combination thereof, etc. As a result thereof, Seller is responsible for and these requirements apply without limitation to any and all items, parts, assemblies, COTS, catalog items, or any combination thereof, etc. that Seller may include in the end item it delivers to Buyer under this contract.

Seller shall, at any time after contract award, secure the written consent of Buyer prior to making any Major\* change to the item, if one or more of the following is affected:

Seller shall have the right to make \*\*Minor changes under this contract, without obligation to make such changes in any delivered items, without an increase in price, and without prior approval, if the change does not affect any of the factors outlined in paragraph (2). These changes shall require Buyer's concurrence in classification.

See Clause M001 for additional information for Major and Minor Criteria.

#### **E07A Fabrication Material**

All materials required for the fabrication of the goods ordered hereunder shall be furnished by Seller. The costs of all such material is included in the contract price as stated herein.

#### **E07B Buyer Furnished Data / Drawings**


Unless specific specification revisions are called out elsewhere in this contract, the Seller shall work to the latest revision of the specifications in effect on the release date of this purchase contract or a subsequent specification revision. Discrepancies, omissions, need for clarification or interpretation of any nature, encountered by Seller in Buyer furnished drawings or engineering data, will be brought to the attention of the Buyer's procurement agent for resolution prior to commencement of manufacturing.

#### **E07C Consumption Based Ordering (CBO) Portal**

RWN shall fabricate items ordered hereunder as specified by the applicable 3D Model, Parts Control Document (PCD), Parts List (PL) Notes, Planning Reference File (PREFF)/Special Manufacturing Instructions (SMI), Drawing, Blueprint, or Engineering Order (EO)/Advanced Drawing Change to the indicated revision of these documents, as defined for each item in the Consumption Based Ordering (CBO) Demand Forecast Tool. The website for this tool can be accessed via the Boeing Secure Web Portal at: <http://www.boeing.com/special/bpn/>

#### **E08 Reciprocal Waiver Claims**

This Contract involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies) and Seller is either Buyer's: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor of or for such technologies. Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), the Parties agree to a Reciprocal Waiver of Claims and each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology (ies) has been deployed in defense against or response to or recovery from such Act of Terrorism. "Act of Terrorism," "Loss," "Qualified Anti-Terrorism Technology," and "Reciprocal Waiver of Claims," are defined in 6 U.S.C. §§443-444.

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#### **E09 Minimum / Maximum Inventory Agreement**

This Agreement sets forth the Buyer's Tailored Material Management Inventory guidelines and conditions for consumption-based ordering. If any purchase contract/order/work order issued hereunder incorporates Min/Max or Discrete Pull strategies, the following guidelines shall apply in their entirety. The pricing and lead time for such orders will be in accordance with the Prices and Lead times set forth in the Purchasing Contracts.

- Minimum and Maximum Inventory Levels
- Delivery
- Forecasting
- Changes/Obsolescence
- Performance Metrics
- Termination Liability

#### **E10 Boeing Mission Assurance Review (BMAR)**

Supplier Expectations for BMAR Compliance. Seller will meet the requirements of "Supplier Expectations for Boeing Mission Assurance Review Compliance" provided below. Seller has submitted to Boeing for approval its "Boeing Mission Assurance Review (BMAR) Supplier Evaluation Criteria" document showing Seller's compliance. Seller will comply with the approved document and other evidence of compliance. Any changes to Seller's practices that would materially affect Seller's compliance with the BMAR expectations will be submitted to Boeing for approval.

Preferred Supplier Certification. In addition to BMAR compliance, it is Boeing's expectation that Seller will attain minimum performance standards of ninety-eight percent (98%) quality and ninety percent (90%) delivery performance. If Seller does not meet minimum performance standards, Seller will comply with the corrective action plan submitted with its "Boeing Mission Assurance Review (BMAR) Supplier Evaluation Criteria" document. Seller must achieve and maintain the minimum performance standards for a 12-month period to qualify for a preferred Supplier Certification (PSC) assessment.

When Seller becomes a Boeing Certified Supplier or if Seller is a Boeing Certified Supplier, Seller will maintain or improve the minimum performance standards for its current level of certification. If Seller does not meet minimum performance standards, a corrective action plan must be submitted to Boeing for approval.

#### **E11A Risk of Loss Product**


Title and risk of loss goods purchased hereunder will be accepted by Vendor until goods are received in accordance with the terms. The FOB point specified at which time title and risk of loss will be accepted by Buyer.

#### **E11B Product Returns**


Buyer may, in its sole discretion, at any time and from time to time, within sixty (60) days after acceptance of the goods, return to vendor any part or all of the goods and receive full credit on such returns.

#### **E12 Representations and Certifications**

The SP1 Representation and Certification form completed by Seller and provided to Buyer through the Boeing Enterprise Supplier Tool (BEST) or other means is made part of this Contract. Seller warrants that its SP1 representations and certifications are current, accurate and complete as of the date Seller submitted such completed and signed representations and certifications and as of the award date of this Contract. Seller has a continuing obligation to maintain and update its SP1 representations and certifications to reflect any change in circumstance and to immediately provide any such update to Buyer.

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**E13A            Termination- No Cost Within Thirty (30) Days**  
Termination, in whole or in part, will be at no cost to Buyer and/or the U.S. Government, in the event termination occurs on or before thirty (30) calendar days after the contract is awarded.

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## AMENDMENT RECORD

Rev	Revision Author	Revision Notes	Date Released
A	Alyson Bonomini	Original	2023-04-21
B	Alyson Bonomini	Updated controls for adherence to the most current standard unless otherwise stated on the Purchase Order (P12 Accredited and Certified Quality Management System Required and P21 First Article Inspection per AS9102). Updated record retention requirements (P17 Records Retention). Updated the standard referenced (P20 Special Process Controls). Updated supplier performance measurement (P30 External Provider Performance). Updated transfer requirements to the Tijuana facility (R06 Transference to Tijuana Facility). Updated facility name for San Diego South (2).	2023-11-21
C	Alyson Bonomini	Updated Table I of Recommended Purchase Order and Receiving Clauses for Items and Services with new categories and groupings to simplify selection within ERP for purchasing and reduce risk of error.	2024-08-01
D	Alyson Bonomini	Removed P08. Amended record retention requirement per P17 Records Retention to ten (10) years. Added P39 U.S. Sourced. Amended section RECOMMENDED PURCHASE ORDER AND RECEIVING CLAUSES to be San Diego South (SD-S), Tijuana (TJ), and Utah (UT) specific. Amended recommended R-clauses (Table I). Amended R01 to reference NetSuite. Amended R07 to include the QAM and QIP. Removed R08 (now incorporated into R07). Incorporated San Diego North "RWN" facility.	2025-12-16