

QUALITY PROCUREMENT CLAUSES

The following clauses, when referenced by MTI via Quality Code() on the purchase order, become a requirement of the supplier in fulfillment of the purchase order.

100 **QUALITY SYSTEM:**

Supplier's Quality System shall meet the requirements of ISO9001/AS9100, D6-82479, SQR-001, as applicable.

101 **CALIBRATION SYSTEM:**

Supplier's calibration system shall meet the requirements of MIL-STD-45662, Notice 1, Calibration System Requirements, AS9100 /ISO9001 section 7.1.5.2

102 **INSPECTION RECORDS:**

Inspection records shall indicate which characteristics were inspected, quantity accepted and quantity rejected. Nonconforming material shall be identified and segregated to preclude intermingling with conforming material.

103 **SUPPLIER'S QUALITY PLAN:**

The supplier shall prepare and maintain a documented quality plan applicable to the material or process being supplied to MTI. The supplier's quality plan must be submitted to MTI Quality prior to filling the purchase order.

104 **SURVEILLANCE AT SUPPLIER'S PLANT:**

MTI its customers and regulatory agencies may visit all facilities and review all applicable records involved in the order at any time for the purpose of assuring conformance to terms of the contract. MTI, its customer or regulatory agency representative shall have the right to maintain surveillance of the supplier's quality program including access to and disapproval of any of the implementing procedures and methods or other elements of the program. MTI, its customer or regulatory agency representative shall have the right to coordinate with the supplier and establish those manufacturing points at which they may perform inspection of product characteristics. MTI, its customer or regulatory agency representative may conduct or require the supplier to conduct specific inspections and tests to assure product conformance to contract requirements. Inspection, test, and manufacturing operations performed by the supplier may be witnessed in whole, or in part, by MTI, its customer or regulatory agency representative. None of the foregoing actions on the part of MTI shall constitute justification for increase in price of supplies and/or services covered by the contract.

105 **SUPPLIER' RESPONSIBILITY:**

The Seller is responsible for compliance with all provisions of the contract and for furnishing materials and/or processes which meet all requirements of the contract. If any materials and/or processes are procured from sub-tier suppliers, all requirements must be flowed down to the supply chain. The seller is fully responsible for the conformance of any materials or processes procured from sub-tier suppliers. The seller shall notify the MTI of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval.

106 **GOVERNMENT SURVEILLANCE:**

The government reserves the right to inspect any of the material included in this purchase order or subcontract in accordance with the general specifications for the inspection of material.

107 **GOVERNMENT SOURCE INSPECTION:**

Government source inspection (GSI) is required prior to shipment from supplier's plant. Upon receipt of this purchase order, the supplier shall promptly furnish a copy to the government inspector who normally services the supplier's plant. In the event that delivery of the items will be delayed due to GSI requirements, the supplier shall notify MTI immediately. Evidence of GSI must be indicated on all shipping documents.

108 CERTIFICATION OF CONFORMANCE:

Suppliers shall provide a certification for conformance (COC) with each shipment that includes, as applicable, the following:

- Company name.
- Manufacturers name (if different from company name above).
- Part number and revision number.
- Quantity shipped.
- Serial number, or lot number, if applicable.
- Material and special process specification including revision.
- A specific statement that the material/process furnished meets all the requirements of the purchase order, drawing, and specification. (Where the drawing or specification calls out a QPL, approved vendor, etc. MTI will rely on this statement as a conformation that the material provided originates from an approved source.)
- A statement that inspection and/or test data, when applicable, is on file and will be made available upon request.
- Code identification for fixed/critical process used if applicable.
- Reference to, and inclusion of, sub-tier supplier's certifications.
- Company representative signature and title.

109 MATERIAL CERTIFICATION FROM OTHER THAN ORIGINAL SOURCE:

Each shipment shall be accompanied by complete physical and chemical test data that meets the acceptance requirements of the applicable specification and/or engineering drawing. It is acceptable to have actual test values or range limit certification from the material producer. Serial numbers shall be identified, if applicable.

110 MATERIAL CERTIFICATION / COUNTERFEIT PARTS / MATERIAL PREVENTION:

Seller shall establish and maintain a Counterfeit Parts / Material Prevention and Control Plan using AS-5553 (Ref. elements of Section 4) and/or AS6174 (Ref. elements of Section 3) to ensure that Counterfeit Work is not delivered to Buyer.

- For purposes of this clause, Work consists of those commodities delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, standard hardware, goods, raw materials and assemblies).
- Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), OCM/OEM authorized distributor chain, Aftermarket Manufacturer, or Authorized Reseller. These products shall have verification that Work is traceable to OCM/OEM. Each shipment shall be accompanied by complete physical and chemical test data that meet the requirements of the applicable specifications and/or engineering drawings, and identifies the material provider and the original lot or batch number. Serial numbers shall be identified if applicable.
- Seller shall notify Supplier Quality Engineer and Buyer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. Seller shall provide to Supplier Quality Engineer and Buyer, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller.
- Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Buyer.

111 MTI FURNISHED MATERIAL:

When MTI furnishes any material in whole or in part, for the manufacture of part assemblies, etc., the supplier shall:

- Positively identify the material as MTI property.
- Positively segregate the MTI material from other material.
- Protect the material from damage to the extent necessary to produce an acceptable product.

- Report any MTI furnished material found damaged, malfunctioning, or otherwise unsuitable.
- Certify that only MTI furnished material was used and replacement by supplier has not occurred.

112 CERTIFICATE FOR SUPPLIER FURNISHED MATERIAL:

Supplier shall furnish with each shipment a certificate containing the following:

- Description of the material used in the manufacturing of the end item.
- Material specification and revision.
- Lot identification.
- Source of procurement.
- Applicable MTI part number.

113 TRACEABILITY:

Traceability shall be maintained from receipt of raw material through finished product. Records and material must be identified by lot number, material type, specification and applicable revision number, etc. as required to maintain traceability. Records shall be maintained on file subject to examination by MTI. If a time limit is not specified, records shall be maintained {10} years minimum after the final delivery of the order.

114 REQUIREMENTS FOR 100% INSPECTION BY SUPPLIER:

Supplier shall perform 100% inspection of all items on this purchase order/contract to ensure conformance to drawing and/or specification requirements. Evidence of such inspection must be on file and available for review by MTI.

115 RAW MATERIAL:

Raw material identification, storage, and related certifications shall be controlled.

116 MTI APPROVAL OF SUPPLIER'S NONDESTRUCTIVE TEST PROCEDURES:

Approval of a written nondestructive test procedure is required by this purchase order. A copy of the applicable MTI approved nondestructive test procedure shall be attached to the shipping documents with each shipment.

117 SOFTWARE CONTROL:

A software quality assurance program, for deliverable software shall be established and maintained.

118 MATERIAL REVIEW AUTHORITY:

Material review authority is not granted unless a formal written request is made to and approved by MTI.

119 NONCONFORMING MATERIAL:

Authority to ship nonconforming material must be obtained in advance. Nonconforming material shipped without prior approval is subject to return at supplier's expense. The supplier shall contact MTI's Buyer upon discovery of nonconforming material for advance material review action. Parts shall not be repaired without MTI prior written authorization.

120 CORRECTIVE ACTION:

Upon receipt from MTI, supplier shall complete a formal corrective action request form and return it to MTI Purchasing within the allotted time noted on the request. If the form cannot be returned within the allotted time a request for extension must be submitted within the original allotted time.

121 MTI SOURCE INSPECTION:

MTI source inspection is required. When MTI source inspection is performed, the supplier's measuring and test equipment shall be made available for use to determine product conformance to requirements. Source inspection may include review of systems, procedures, and facilities for compliance with purchase order requirements.

122 CURE LOT AND DATE:

The supplier shall mark date of manufacture on each container or certification. Upon receipt, the remaining useful shelf life shall be at least 70% of the total shelf life limit.

123 SUPPLIER'S INSPECTION REPORTS:

Supplier inspection reports shall accompany parts submitted to MTI.

124 SPECIAL PROCESS CERTIFICATION:

Supplier shall perform only those special processes for which the supplier has written approval from MTI and MTI applicable customers. Special processes include, but are not limited to the following list of special processes:

- A - Thermal treatment of metals
- B - Magnetic particle inspection
- C - Ultrasonic inspection
- D - Blast cleaning
- E - Chemical cleaning
- F - Conductivity testing
- G - Conversion coating
- H - Plating
- I - Corrosion protection
- J - Electrical discharge machining
- K - Fabrication of fiberglass laminates
- L - Radiographic inspection
- M - Penetrant inspection
- N - Welding/brazing
- O - Chem-milling
- P - Anodize
- Q - Hardness testing
- R - Dry film lubricant
- S - Eddy current testing
- T - Metal spraying
- U - Material testing

125 PACKAGING AND SHIPPING:

The supplier shall package, crate, etc. materials in accordance with MTI specifications and in a manner which will prevent damage to the article during storage and/or transit.

126 BLUEPRINT AND CHANGE CONTROL:

The supplier shall maintain procedures to assure that only the latest applicable drawing, technical requirement, and contract change information is made available and implemented at the specified effectivity points.

127 FIRST ARTICLE INSPECTION REPORTS:

Supplier is required to include with all shipments a copy of all first article reports and test data pertaining to the purchase order/contract. First Article Reports shall be in accordance with the latest revision of AS9102 Aerospace First Article Inspection Requirement.

128 PROCESS SHEETS:

Supplier shall include in first shipment, all process sheets/shop routers pertaining to the first article part(s).

129 TOOLING INSPECTION AND REPORTS BY SUPPLIER:

Complete inspection of tools under this purchase order must be accomplished by supplier and quantitative inspection results shall be recorded on a report form. Copies of inspection report must accompany each shipment to MTI. MTI Tooling Inspection shall maintain surveillance of supplier's tool fabrication and inspection to verify inspection results.

- 130 MTI TOOLING INSPECTION AT SUPPLIER'S PLANT:
MTI Tooling Inspection is required at supplier's facility prior to shipment or use of tooling. Notify MTI's Buyer at least 48 hours in advance of time tooling is ready for inspection, so that necessary arrangements can be made.
- 131 QUALITY SYSTEM REQUIREMENTS D6-82479 - AS9103 Variation Management of Key Characteristics Requirements:
Supplier shall be capable of compliance to D6-82479, BQS Section 1.20, and AQS Section 2 or AS9103.
- 132 DOCUMENT CONTROL – CUSTOMER OR MTI DOCUMENTS.
Customer or MTI documents released from MTI for the performance of work shall be returned to MTI when the work has been completed.
- 133 PREFERENCE FOR DOMESTICALLY MANUFACTURED MATERIAL AND HARDWARE
In accordance with the following as applicable use the following.
DFARS 252.225-7001 Buy American Act and Balance of Payments Program.
DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metal.
DFARS 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
DFARS 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
Material provided shall be of domestic origin unless on the face of the purchase order the requirement of this clause is expressly waived.
- 134 NOTIFICATION/DISCLOSURE OF DEFECTS DISCOVERED AFTER DELIVERY
The supplier shall notify the buyer within one business day of the discovery of nonconformities that may affect already delivered product. The notification shall include a clear description of the discrepancy, parts affected, and quantities and date(s) delivered.
- 135 QUALITY RECORDS.
Records providing objective evidence of conformity to requirements and of the effective operation of the Quality Management System shall remain legible, readily identifiable, and retrievable. The supplier shall retain such records on file for a minimum of (10) years or as specified by contract.
- 136 DFARS 252.225-7003 Report of Intended Performance Outside the United States and Canada – Submission with Offer. (OCT 2010).
137 FOD CONTROL PROGRAM
Seller shall implement a FOD (Foreign Object Debris)/contamination control program to effectively contain and eliminate any sources of FOD or contamination. (see AS9100 7.5.1(i)) FOD prevention program shall comply with prime user requirements as applicable. Examples of major prime requirements are listed below.

Lockheed Martin Clause Q4R
<http://www.lockheedmartin.com/aeronautics/materialmanagement/quality/Clauses.html>

Boeing Commercial Airplanes (BCA)
Long Beach Terms & Conditions
Section IV 6XXX Quality Assurance
Clause 6055 section 1
Clause 6056 section 17.1
http://www.boeing.com/companyoffices/doingbiz/terms_conditions/index.html

Northrop Grumman SQAR section 2.12 <https://oasis.northgrum.com/contract/qualdocs.htm>

138 DIGITAL PRODUCT DEFINITION/MODEL BASED DEFINITION

Any work performed in accordance with this purchase order involving the use of digital datasets for programming, manufacturing, and inspection must comply with prime contractor requirements as listed below.

Boeing – D6-51991

<http://www.boeingsuppliers.com/dpd.html>

Northrop Grumman – SQAR Supplement for the control and Use of Digital Datasets

https://oasis.northgrum.com/contract/masdaq/SQAR_Supplement_Digital_Data.pdf

139 ENGINEERING MATERIALS AND APPROVED PRODUCTS (EMAP)

EMAP database requirements (applicable to all programs except F-16, F-2 and T-50) are located on the Lockheed Martin external web page at:

<http://www.lockheedmartin.com/aeronautics/materialmanagement/>

under 'Engineering' then 'Engineering Materials and Approved Products'

140 BOEING D1-4426 APPROVED PROCESS SOURCES

All processors performing work under this purchase order must be and/or use D1-4426 approved sources. <http://www.boeingsuppliers.com/d14426/>

141 SERVICE CONFORMITY, PRODUCT SAFETY, AND ETHICAL BEHAVIOR

All sources of supply or service to Metalcraft Technologies Inc., and its counterparts, shall conduct business in a manner which contributes to product and/or service conformity, product and/or service safety, and emphasize the importance of ethical behavior. In the event of any lapse, or detrimental observation which would impact the integrity of MTI, we reserve the right to perform surveillance to ensure these principals are imposed and safeguarded. In addition, sources of supply and/or service are to maintain the intellectual property in accordance with our MNDA.