12333 Los Nietos Rd. Santa Fe Springs, CA. 90670 PH: (562)968-1400 900 Civic Centre Drive National City, CA 91950 Ph. (619) 477-6940

SUPPLIER QUALITY REQUIREMENTS

1.0 PURPOSE

This document establishes requirements applicable to items ordered under this purchase order to assure that such items are of the required quality and reliability. It contains General Requirements for product assurance which is applicable unless expressly excluded in the P.O. and Supplier Quality Requirement Clauses (SQR's), which apply when shown on the P.O.

2.0 GENERAL REQUIREMENTS

Unless otherwise specified in the purchase order, the following General requirements apply to all P.O.'s.

A. PROHIBITED PRACTICES:

- 1. Un-authorized Repairs: Seller may not repair any part that is damaged or found to be faulty during fabrication without written permission from the Buyer.
- 2. Non-conforming Product: Non-conforming product identified by seller during the manufacturing process shall be isolated and the notification to Buyer made with recommended disposition. Supplier shall obtain approval of the disposition in writing from Buyer prior to implementing the corrective action to resolve the non-conformance.
- 3. Change in Approved Processes, Materials or Procedures: Seller shall not change any process, material and/or procedure without prior written approval from Buyer.
- 4. Notification of Owner/Management/Facility Changes: Seller shall immediately notify the Buyer of any change in Owner, and/or Upper Management. Seller shall not relocate any production, manufacturing and/or processing facilities during performance of the purchase order, without Buyer written approval.
- 5. Sellers Disclosure: Seller shall immediately notify Vantage Associates, Inc. (VAI) in writing when discrepancies in Seller's processes or Product are discovered or suspected for products seller has delivered or will deliver under this agreement.
- **6. Subcontracting:** No further sub-contracting is allowed on this order unless approved by Vantage Associates Inc. Further subcontracting is justification for rejection of product.

B. RESPONSIBILITY FOR CONFORMANCE:

Neither surveillance, inspection and/or tests made by the Buyer or his Representatives at either the Seller's or Buyers facility shall relieve the Seller of the responsibility to furnish items which conform to the requirements of the P.O.

C. DOCUMENTATION:

The Buyer may refuse to accept items delivered under the purchase order if the seller fails to submit the certification documentation, test data or reports specified in the P.O.

D. CERTIFICATE OF COMPLIANCE AUDIT:

Certifications furnished under the terms of the P.O. shall be supported by test records and data and are subject to audit by the Buyer.

E. CORRECTIVE ACTION REQUESTS:

When a Quality problem exists, VAI may request corrective action from the seller. Such requests require timely responses and effective C/A. Requests for extension of due dates shall be directed to the Buyer or Quality Manager.

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F. ACCESS TO FACILITIES:

VAI, Customers, Government Agencies and/or Regulatory Authorities reserve the right to access your facility to perform audits, inspections and investigate records, documents and processes on the manufactured/processed parts pertained to this order. The seller shall provide all reasonable assistance, supplies, equipment and facilities necessary to accomplish this task.

G. RECORD RETENTION:

Supplier shall maintain, on file at Suppliers facility, quality records traceable to the conformance of product delivered to VAI. Supplier will make such records available to all applicable Aviation authorities and VAI. Supplier shall retain such records for a period of not less than ten (10) years or per P.O. At the end of this 10-year period, the supplier shall contact the organization for disposition of all records.

H. WORKMANSHIP:

Items delivered on this P.O. shall exhibit workmanship indicative of Aerospace Quality. Evidence of Flaws, Mis-handling, Damage or abuse shall be cause for rejection. Items must be clean and free of foreign Object Debris (FOD).

I FLOW-DOWN REQUIREMENTS:

<u>DOMESTIC MATERIAL</u> - All material used for fulfilling this purchase order must be from domestic stock and wholly manufactured and processed within the borders of the UNITED STATES OF AMERICA. The BUY AMERICAN ACT, FAR 52.225-3, dated January 1989 (In accordance with FAR 25.109[d], as applicable.

ITAR RESTRICTED USE - When applicable, the supplier shall adhere to the ITAR compliance requirements for performing work or service involving ITAR compliance. In accordance with ITAR 22 C.F.R. 120-130 International Traffic in Arms Regulation, all documents identified as ITAR controlled shall be identified, maintained in Document Control and segregated from non-ITAR documents. Documents identified as ITAR controlled shall be viewed only by a U.S. PERSON. A U.S. PERSON means an entity that is: a U.S. Citizen or a Legal Resident, or U.S. organization incorporated to do business in the United States.

COUNTERFIT MATERIAL/PRODUCT (Ref. AS-5553 & AS-6174) -

- Supplier shall only purchase products to be delivered or incorporated as work to VAI directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM) or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributor or broker unless approved in advance and in writing by VAI.
- Supplier shall immediately notify VAI with the pertinent facts if supplier becomes aware or suspects that it has furnished counterfeit work. When requested by VAI, supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- 3. In the event that work delivered under the suppliers' contract with VAI constitutes or includes counterfeit work, the supplier shall, at its expense, promptly replace such counterfeit work with genuine work conforming to the requirements of the contract/P.O.

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4. This clause applies in addition to any quality provision, specification, statement of work or other provision included in the contract addressing authenticity of work. To the extent such provision conflicts with this clause, this clause prevails.

<u>CONFLICT MATERIALS</u> - The Securities and Exchange Commission (SEC) has imposed the Dodd-Frank Wall Street and Consumer Act to restrict the use of conflict minerals. Conflict minerals include Tungsten, Gold, Tin or Tantalum (and its derivatives) mined from the Democratic Republic of Congo or adjoining countries. This act of Congress requires publicly traded companies to report any product containing conflict minerals. VAI expects you as our supplier to perform a due diligence review effort to determine potential conflict mineral sources. We require that you do not knowingly supply product to VAI that contains conflict minerals from any of the excluded sources.

<u>FOD PREVENTION</u> - Seller shall maintain a FOD Prevention Program in accordance with applicable portions of Aerospace Standard AS9146, Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations.

- F. <u>SUPPLIER PERFORMANCE</u> It is the expectation of this organization that the performance of our suppliers maintains (at a minimum) On-Time Delivery >95% and Product Quality >98%. Failure to meet these requirements may result in corrective action and/or disqualification from future orders.
- G. <u>CONTRIBUTION AWARENESS</u> Suppliers providing products and services are expected to conform to the requirements explained in each purchase order description and these Quality Clauses, handling of components shall ensure that product safety is a top priority to prevent damage to parts and ethical behavior shall include (but not limited to) no favoritism, no gifts in exchange for work, no inappropriate exchange of information and the immediate notification when unethical behavior occurs.

Seller shall ensure that all personnel involved and performing work in support of VAI P.O.'s be made aware of:

- · Their contribution to Product and Service conformity.
- Their contribution to Product Safety.
- Their importance of Ethical behavior.

3.0 SUPPLIER QUALITY REQUIREMENT CLAUSES (SQR'S).

SQR1 QUALITY SYSTEM

The Sellers Quality System shall comply with the requirements of:

- A. AS9100/ISO9001
- B. MIL-I-45208A
- C. COMMERCIAL No Quality System required.

SQR2 CERTIFICATE OF CONFORMANCE

Seller shall provide a Certificate of Conformance that material and/or articles meet all the provisions of this purchase order. Certifications must accompany each production release delivered against this purchase order and must contain, as a minimum, the following:

- Purchase Order Number
- Part number
- Part Revision letter/date
- Applicable specification number and revision as required
- · A statement that conforming test reports and/or inspection records are on file and are

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subject to examination at any time.

· Signature of authorized Quality Representative and Date

SQR3 CERTIFIED MATERIAL TEST REPORTS (CMTR'S)

Chemical and Physical Material Test Reports reflecting acceptable test results shall accompany each shipment of articles defined in the purchase order. The supplier shall provide proper traceability of raw material to any product manufactured or produced on this purchase order.

Note: Supply MSDS as required.

SQR4 CONTROL OF SPECIAL PROCESSES

The Seller must be approved by VAI to perform the required special processes or must use special process suppliers acceptable to VAI customers. A list of such suppliers will be provided upon request.

Where acceptable by VAI for supplier to use sub-tier suppliers, the requirements of the VAI P.O. shall be flowed down to the sub-tier with all process and product details identified as called out on the VAI P.O.

Certification shall be supplied indicating all special processes performed and applicable specifications, including Class, Type, Grade, etc...as applicable.

Note: Special Processes include but not limited to: Thermal Processes, Welding/Brazing, Finishes and Coatings, NDT, Support Testing and Composites. These processes require end Customer and/or Nadcap Approval.

SQR5 MANUFACTURING APPROVAL REQUIRED

The item(s) indicated on our purchase order requires prior manufacturing approval of your facility by VAI. Notify our Purchasing Department immediately if you are <u>not</u> an approved supplier or if there has been a change in your approval status.

SQR6 FIRST ARTICLE INSPECTION REPORT (FAIR)

The supplier shall provide a copy of the dimensional First Article Inspection Report with the first shipment of product to VAI. The required form for the FAIR is "AS9102" latest revision.

SQR7 INSPECTION REPORT-100%

The supplier shall provide a 100% dimensional inspection report with the shipment of product to VAI. The report shall include the P/N, Raw Material Heat#, cover all B/P characteristics and Notes and indicate acceptance by the suppliers' Quality Control Dept. Note: AS9102 form 3 can be used to fulfill this requirement.

SQR8 VAI SOURCE INSPECTION REQUIRED

Upon completion of the order and prior to shipment, notify VAI Purchasing Department so that arrangements can be made for a Quality Representative from VAI to visit your facility and perform a source inspection.

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SQR9 GOVERNMENT SOURCE INSPECTION REQUIRED

During performance of this order, your Quality Control or Inspection System and Mfg. processes are subject to review and onsite verification by authorized Government Representatives.

SQR10 VAI FURNISHED MATERIALS

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

SQR11 CALIBRATION

The supplier shall provide and maintain a calibration system that meets at least one of the following requirements, as currently amended, in the performance of this contract.

- MIL-STD-45662A "Calibration System Requirements"
- ISO 10012-1 "Quality Assurance Requirements for Measuring Equipment"
- ANSI/NCSL Z540-1 "American National Standard for Calibration"
- ISO 17025 "General Requirements for the Competence of Testing and Calibration Laboratories.

SQR12 DIGITAL PRODUCT DEFINITION (DPD)

Conformance to applicable portions of D6-51991 (Boeing DPD) is required to be maintained in the performance of this P.O./Contract when Digital Data is supplied by VAI in the Manufacturing/Inspection of the item.

SQR13 LIMITED CALENDAR LIFE MATERIALS

The most recent revisions of MIL-STD-1523 and ANA Bulletin 438 are incorporated herein by reference, to the extent applicable.

Seller agrees to separately mark and identify each item, package or storage container holding limited-calendar-life material with the manufacture date of the material, storage requirement(s) for such material, special handling condition(s) for the material, and the date of expiration, in addition to any other applicable identification requirements. The identification shall include all special handling requirements and Seller agrees to record such requirements on all applicable certifications and shipping documents.

Seller agrees to ensure that any limited-calendar-life material to be furnished under this contract shall not have exceeded twenty percent (20%) of its shelf life when received by Buyer.

SQR14 LIMITED CALENDAR LIFE MATERIALS INSTALLED IN AN ASSEMBLY

The Seller agrees to furnish date of cure, part name and number, component number and manufacture's identification (if different from part number) for rubber parts (synthetic or natural) installed in assemblies delivered under this contract. This information shall be identifiable with the assembly, and when applicable, component parts within the assembly to which it applies. The assembly date shall be marked on each assembly on an attached tag.

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SQR15 FLAMMABILITY TESTING

Burn (Flammability) test reports reflecting acceptable test results shall accompany each shipment of articles defined in the purchase order and shall meet FAA requirements for burn test validation per 14 CFR Part 23.853 – Passenger and crew compartment interiors and 14 CFR Part 25.853 – Compartment interiors.

Testing shall be performed by a laboratory approved to DOT/FAA/AR-00/12 by Textron Aviation or by a laboratory with a Designated Engineering Representative (DER) capable of submitting an FAA Form 8110-3 – Statement of Compliance with Airworthiness Standards.

Materials tested to the 14 CFR Part 25.853 requirements are considered to also meet the requirements of 14 CFR Part 23.853.

Note: Refer to Cessna Quality Clause # P4 and TP3511 for a list of definitions and flammability requirements.

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