

S&L AEROSPACE METALS, LLC

WORK INSTRUCTION	Counterfeit Parts Prevention		
Approved by: Ian R. Cuthbert	Date: 01/02/2018	WI-8.1.4	Revision: B

1. PURPOSE

- 1.1 The purpose of this document is to describe the process and due diligence performed to prevent the purchase and / or use of Counterfeit Parts and meet the requirements of the AS5553 Standard for Counterfeit Electronic Parts Avoidance, Detection, Mitigation and Disposition.
 - a) Maximize availability of authentic parts.
 - b) Procure parts from reliable sources.
 - c) Assure authenticity and conformance of procured parts.
 - d) Control parts identified as counterfeit, and
 - e) Report counterfeit parts to other potential users and Government investigative authorities.
- 1.2 S&L Aerospace Supplier Quality Flow Down Requirements to Subtier Sources.

2. SCOPE

This document applies to all purchasing and sales personnel responsible for the flow down of Quality Requirements and to the procurement activities for the Purchaser to the extent specified herein.

2.1 Associated Documents:

The following publications shall be applicable to the extent specified herein, or as defined on the contract or purchase order. These publications shall be in effect as of the issues listed. Compliance with any other issues of these publications requires prior written approval from ITW Military GSE/GSE Holding. Insofar as any of the publications referred to herein conflict with the requirements of the specification, this specification shall govern.

- 2.1.1 AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition,
- 2.1.2 AS6081 Fraudulent / Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition,
- 2.1.3 AS6174, Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel,
- 2.1.4 AS9100, Quality Management System Requirements – Aerospace,
- 2.1.5 ISO9001, Quality Management System Requirements,
- 2.1.6 QSP-8.7.1, Control of Non-Conforming Product.

2.2 Definitions:

2.1 Suspect Part – A part in which there is an indication by visual inspection, testing, or other information indicating the item may have been misrepresented by the Supplier or Manufacturer and may in turn meet the definition of a Counterfeit Part.

2.2 Counterfeit Part – A suspect part identified as a copy or substitute without the legal right or authority to do so or a part whose material, performance, or characteristics are knowingly misrepresented by a Supplier in the Supply Chain. The Counterfeit Parts include but are not limited to:

- 2.2.1** Parts not containing the proper internal construction (die, manufacturer, wire bonding, etc.) consistent with the ordered part.

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2.2.2 Used, refurbished, or reclaimed parts represented as new product.

2.2.3 Parts with a different package style, type, or surface plating/finish than the required or order product.

2.2.4 Parts not successfully completing the full production and/or test flow of the Original Component Manufacturer (OCM) that are represented as completed product.

2.2.5 Parts sold or delivered with modified labeling or markings intended to misrepresent the form, fit, function, or grade of the intended product.

Note:

Refinished, or updated parts identified accordingly are not considered counterfeit product.

2.2.6 Parts should be examined for nonstandard packaging, mixed lots / dates, parts from various sites, scratches, bends, test dots, faded marking, chemical residue, or other signs of use.

3. PARTS REQUIREMENTS

The Supplier shall provide parts that represent and warrant deliveries that only contains new and authentic materials that contain no counterfeit items.

The Supplier also agrees to provide notice in writing prior to acceptance of an order if parts are not from the original or franchised source for any item listed on such order with documentation authenticating traceability of all goods sold.

3.1 Terms and Agreement of Sale:

If the Supplier sells or otherwise furnishes counterfeit items, the purchaser shall have the right to impound such items, and Supplier shall promptly replace such items with acceptable items. In such case, the Supplier shall be liable for all costs relating to impoundment, removal, replacement and proof of physical destruction. The purchaser may withhold payment for any counterfeit items and may provide such items to the corresponding governmental authorities for investigation.

The Supplier shall acknowledge that any willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with parts or services provided to the purchaser, the Supplier will potentially be subject to the applicable law and, in some circumstances, could result in criminal penalties.

The corresponding rights and corrective actions taken by the purchaser within this document shall be cumulative and additional to any other or further action. A waiver of a breach of any provision shall not constitute a waiver of any other breach. Once nonconformances have been identified and the appropriate actions taken to ensure the causes of nonconformance are corrected, as requests for a formal corrective action response may be initiated.

3.2 Nonconforming Supplier Material Requirements:

- a) The Supplier will notify Purchaser of any and all nonconforming product,
- b) The Supplier will obtain approval for nonconforming product disposition with the Purchaser.

3.2.1 Product Nonconformance's

No known nonconformance shall be shipped to S&L Aerospace without written authorization from S&L Aerospace Quality. The product shall be held at the supplier pending instruction from S&L Aerospace. If nonconforming product is found by the supplier after shipment to S&L Aerospace the supplier shall notify S&L Aerospace within 48 hours of the discovery.

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4. PROCEDURE

Purchasing, Engineering, Quality, and other associates as appropriate or required are responsible to comply with the requirements and processes identified in this document.

4.1 Supplier's Responsibility

4.1.1 Supplier Quality Flow Down

Supplier Quality Flow Down requirements are defined below and apply unless specifically waived only when the specific number is called out on the Purchase order.

Flow Down requirements of conformance apply to all Purchase Order requirements. The Supplier shall adhere to these requirements and flow down to Supplier's subtier sources, when such sources are used by Supplier for procurement of products for S&L Aerospace.

4.2 Purchaser's Responsibility

4.2.1 Purchasing

Purchasing is responsible to procure the correct electronic part using the applicable drawing, specification, description, or other information to meet the intended use.

Purchasing is responsible for referencing the (WI-8.1.4) Counterfeit Parts Prevention procedure prior to Purchase Order creation.

4.2.2 Engineering

Engineering is responsible to ensure the drawing, specification, process, or other description identifies the applicable type, class, style, part number, manufacturer, or other related information so the correct part or product is identified.

4.2.3 Quality / Receiving Inspection

Quality / Receiving Inspection may be responsible to examine, inspect, and/or maintain the parts to identify or mitigate the receipt and/or use of counterfeit parts.

4.3 Purchasing Information Procedure (8.4.1)

Purchasing information shall describe the product to be purchased, including, where appropriate.

- (a) Purchasing must maintain a list of suppliers (ASL) to minimize the risk associated with the supply and / or receipt of counterfeit parts.
- (b) Purchasing should focus buying efforts to obtain parts directly from an OCM, approved distributor, authorized resell organization, or franchised aftermarket supplier. These companies are reviewed and approved by the original component manufacturer.
- (c) Purchasing should assure that approved/ongoing sources of supply are maintaining effective processes for mitigating the risks of supplying counterfeit parts. Assurance actions may include surveys, audits, review of product alerts, and review of supplier quality data to determine past performance. (See Appendix C of the AS5553 Standard for guidelines and information related to Supply Chain Traceability)

Note

Purchasing may reference. At a minimum, the OCM, distributor or the aftermarket manufacturer should be required to provide certificates of conformance and acquisition traceability. These certification requirements must be clearly identified on the purchase document as deliverable data. Components destined for Government, military or commercial will require a manufacturer's certification or traceability documents.

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- (d) Purchasing must specify the flow down requirements from the Counterfeit Parts Procedure applicable to the supplier or subcontractor. Purchasing must perform some level of risk assessment if the supplier or subcontractor does not maintain a documented Counterfeit Parts Prevention plan (WI-8.1.4), and compliant to the AS5553 Standard.
- (e) The purchase document must specify the applicable requirements of the Counterfeit Part Procedure to the supplier to minimize the risk of receiving counterfeit parts. In order to minimize the risk of procuring counterfeit parts the purchasing document should include requirements to ensure conforming, original, and authentic parts are provided.

The purchasing document may list certification or traceability requirements, test and / or inspection results and Quality System requirement for the supplier. The purchasing document may also reference the S&LWEB Site and this Process, WI-8.1.4 Counterfeit Parts Prevention.

4.3.1 Supplier Qualification and Approval Requirements for Products, Procedures, Processes, Equipment, Location and/or Personnel

4.3.1.1 Part Availability:

The processes shall maximize availability of authentic, originally designed and/or qualified parts throughout the product's life cycle, including management of parts obsolescence. Information and guidance for ensuring parts availability is referenced, Parts Availability of AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition Standard.

4.3.1.2 Risk Assessment:

Purchasing must examine a potential source of supply to assess the risk of receiving counterfeit parts. Assessment may be a survey, audit, product alert review, and a review of the supplier quality data to determine performance.

4.3.1.3 Quality System Approval:

The supplier shall, as a minimum, maintain an accredited 3rd party registration to AS9100 if a manufacturer and AS9120 if a Distributor. If a supplier has less than 50% Aerospace business then ISO9001 is acceptable

4.3.1.4 Calibration System:

Tools and equipment used in the final acceptance of manufactured product shall be calibrated in accordance with ANSI Z540-1 or ISO 10012-1 or TS/ISO 16949.

4.3.1.5 S&L Aerospace Purchase Order Terms and Conditions:

S&L Aerospace Purchase Order Terms and Conditions NF1000-1 apply to all items shipped. The latest version of NF1000-1 can be found at, <http://www.slaerospace.com/?q=node/190> ("Quality Documents") Downloads

4.3.1.4 Returns Policy:

S&L Aerospace reserves the right to return product, within a reasonable time frame, if it does not meet the dimensional and/or structural requirements of the purchase order or drawing.

4.3.1.5 Country of Origin:

Country of Origin statement is required on the Manufacturers Certificate of Conformance. If no statement is on the C of C it will be assumed that the product was manufactured and/or assembled in the United States.

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4.3.1.6 Sources of Foreign / International Material:

Any and All Foreign Material manufactured or produced by a country that is not listed as an Governmental or FAA recognized Bilateral Country will not be acceptable.

4.3.1.7 Implementation of Counterfeit Mitigation Program:

Supplier shall establish and maintain a Counterfeit Parts Prevention/Avoidance and Control Plan using Industry Standard AS5553 (Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition) and AS6174 (Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material) as guidelines. The process shall be to prevent and control the delivery of counterfeit parts.

4.3.1.8 OEM Use Only:

Unless otherwise specified, parts are being purchased for OEM use only. PMA marked parts are not to be supplied unless specifically requested per the Purchase Order

4.3.2 Quality Management System Requirements, Risk Assessment and Regulations

4.3.2.1 Preference for Domestic Specialty Metals (Berry Amendment):

Any specialty metals incorporated in articles delivered under this order must be melted in the United States, its possession or in a qualifying country as defined in the DFARS 252.225-7009. Please refer to the DFARS clause located in the Government Websites for identification of Specialty Metals and list of Qualifying Countries. DFARS compliance statement must be stated on the manufacturer's certificate of conformance.

Preference for Domestic Specialty Metals (Berry Amendment)-Electronic Products Any specialty metals incorporated in articles delivered under this order must be melted in the United States, its possession or in a qualifying country as defined in the DFARS 252.225-7009. Please refer to the DFARS clause located in the Government Websites for identification of Specialty Metals and list of Qualifying Countries, as well as allowable exceptions. DFARS compliance statement must be stated on the manufacturer's certificate of conformance when the deliver product does contain a specialty metal and is not exempt per the clause.

4.3.2.2 DFARS:

DFARS 252.225-7016 applies. DFARS compliance statement must be stated on the manufacturer's certificate of conformance.

4.3.2.4 Special Processes Approvals:

Special processes shall be performed by sources that are accredited by the National Aerospace and Defense Contractors Accreditation Program (NADCAP). This requirement applies whether the process is performed by the Supplier or by Supplier's subtier sources. Special Processes include but not limited to: NDT, Nonconventional Machining, Heat Treat, Plating/Coating, Welding and Chemical Processing.

4.3.2.5 Government Orders:

Any purchase order noting a US Government Contract number and associated Priority Rating shall be executed in accordance with the Defense Priority and Allocation System Program.

4.3.2.6 Notification of Changes:

Supplier shall notify S&L Aerospace when changes occur that will affect the Quality System, such as changes of address/location, ownership, company name, Quality Manager, Quality Management System (QMS), or QMS approvals.

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4.3.2.7 Boeing D590:

All Suppliers providing Boeing parts must be approved and listed in Boeing D590.

4.3.2.3 Airbus Approvals:

Airbus approval number and release statement of “For Furtherance of Airbus” is required on the Manufacturers Certificate of Conformance.

4.3.3 Supply Chain Notifications:

The organization of changes in product and/or process, changes of suppliers, change of manufacturing facility location and, where required, obtain supplier approval.

Requirements flow down to the supply chain the applicable requirements including customer requirements.

4.3.4 Records Retention Requirements:

Suppliers shall retain quality records for a minimum of 10 years. Fasteners identified as safety critical, quality records shall be retained for 30 years. Records shall be made available to S&L Aerospace for review upon request. S&L Aerospace must be notified prior to the destruction of any quality records.

4.3.2.1 Record Retention for Bearing Manufacturers:

Supplier shall retain quality records for a minimum of 5 years or program lifecycle. Records shall be made available to S&L Aerospace for review upon request.

S&L Aerospace must be notified prior to the destruction of any quality records.

4.3.5 Audit and/or Inspection of Supplier’s Premises:

Suppliers shall grant right of access by the Purchaser, their customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

4.3.5.1 Right of Entry

S&L Aerospace, S&L Aerospace customers, government representative or applicable regulatory agencies shall have the right to survey Supplier’s facilities, with suitable notification to review all processes, subcontractors, contracted parts, procedures and records that are applicable to S&L Aerospace. Purchasing shall ensure the adequacy of specified Suppliers requirements prior to their communication the candidate supplier.

4.3.6 Review of the Required Documentation:

The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.

4.3.6.1 Multiple Lots:

Multiple lots shall be bagged separately and identified. No commingling of lots is allowed under any condition.

4.3.6.2 Procurement Specification Document and Certification Requirements:

When the procurement specification and this purchase order have differing certification requirements, the higher-level requirement takes precedence.

4.3.6.3 Drawing:

Supplier must supply the drawing (print) with the part.

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4.3.6.4 Revision Levels:

All material furnished to S&L Aerospace by the Supplier and its suppliers must be manufactured to and/or meet the most current revision level of the applicable part standard and its associated specifications at the time the purchase order was issued, unless otherwise specified on the S&L Aerospace purchase order.

4.3.6.5 Hazardous Material:

Supplier shall furnish a label on product that indicates hazardous material and type (Ex: cadmium, lead, hexavalent chromium, polybrominated biphenyls (PBB), and polybrominated diphenyl ethers (PBDE)), or any chemical known to cause cancer.

4.3.6.6 Mercury Free:

The equipment and/or supplies furnished under this Purchase Order shall contain no metallic mercury or mercury compounds, no mercury bearing instruments or equipment which could cause mercury contamination shall be used in the manufacture, fabrication, assembly or testing of such equipment and/or supplies, and reasonable steps shall be taken to ensure that such equipment and/or supplies are not contaminated with mercury or mercury compounds.

4.3.7 Receiving Inspection Mitigation Techniques:

Receiving Inspection requirements (e.g., production method, number, identification, test specimens and storage conditions) for design approval, inspection, verification, investigation or auditing.

4.3.7.1 Packaging:

Supplier must assure that all product shipped is adequately packed and/or packaged to prevent damage, contamination, the introduction of Foreign Object Debris (FOD) and/or deterioration. Unless otherwise specified on the purchase order, Supplier must use best commercial practices (such as described under ASTM-D-3951) to prevent damage, contamination and/or deterioration to all products during transit.

- No loose fill material (i.e. foam peanuts) shall be used in the packaging of products.
- Clamps, which are sensitive to ozone and UV, must be packaged in black Mylar bags.
- Shelf life items must also be packaged appropriately for protection.

4.3.7.2 Labels and Labeling:

Supplier shall provide bar codes on the packing slip and outer container label per NW9304 S&L Aerospace Bar Code Specification (posted on the S&L Aerospace web site).

- Data fields required but not limited to: S&L Aerospace Purchase Order Number, S&L Aerospace Ordered Part Number, Quantity shipped, and Lot Number. Number of boxes shipped does not have to be bar coded but needs to be located with the above information.
- Font required is 3 of 9 (Code 39) type, human readable characters printed below each bar code.
- The outer container label shall have the bar code printed on it or a white label with black print attached with the bar code information on it. Size of the bar code information shall be 0.375 inch minimum in height and must be placed without blocking any information.

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4.3.7.3 Foreign Object Debris (FOD):

Supplier shall establish, document and maintain a program to control and eliminate Foreign Object Debris (damage) (FOD) and/or contamination during Supplier's (or Supplier's subtier sources) manufacturing, assembly, test and inspection operations.

4.3.7.4 Shelf Life:

On certifications for product having a limited or specified shelf life, Supplier shall indicate the cure date and when applicable, any special storage or handling conditions. Cure date must also appear on all packaging. The remaining shelf life at time of delivery shall not be less than 80% of total life.

4.3.7.5 Tags:

8130-3 tags are required for items if identified on this purchase order.

4.3.7.6 PMA Required:

PMA approval is required for items on this purchase order (if applicable).

4.3.7.7 Electrostatic Discharge ESD Products:

The Supplier shall provide safeguards for all Electrostatic Discharge (ESD) sensitive components and assemblies. ESD components and assemblies shall be packaged and transported in electrostatic shielding containers. All ESD containers or cushioning materials must have the mechanical characteristics to properly protect parts against damage. All ESD packaging containers must have an ESD caution label affixed to the outer surface.

4.3.7.8 Product Serialization

Serial numbers for all items on the purchase order shall be assigned by S&L Aerospace or the applicable Supplier and shall be recorded on all documentation by the Supplier. The assigned serial numbers shall not be altered or replaced without prior written authorization from S&L Aerospace.

4.3.7.9 Date Codes:

If product has an age or a date code, parts must be less than 4 years old unless approved by S&L Aerospace Quality Representative. The age or date code must be listed on the Manufacturer's Certificate of Conformance and Supplier's Certificate of Conformance as applicable. In case of multiple date codes, all date codes and associated quantity must be listed on the Manufacturer's Certificate of Conformance and Supplier's Certificate of Conformance as applicable. The supplier may hand-write date code, quantity, or any additional information on the Certificate of Conformance as long the changes are accompanied by a signature and/or stamp.

4.3.7.10 Marking for Electronic Products:

Supplier shall adequately and permanently mark the product with the part number and, when applicable, the date code.

4.3.7 Verification & Acceptance Activities:

Verification & acceptance requirements apply to design, test, inspection, (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by the organization, and as applicable critical items including key characteristics.

Obtaining objective evidence of the conformity of the product from the supplier (e.g., accompanying documentation, certificate of conformity, test records, statistical records, process control records), and can include: -

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4.3.7.1 Traceability:

Supplier shall provide a Certificate of Conformance, with S&L Aerospace purchase order clearly noted on it, with each shipment. At a minimum, the certifications provided shall be in English. Supplier must ensure that all certifications (Manufacturers Certificate of Conformance, Test Reports, Process Cert's, Raw Material etc) for a part is traceable to one another by either a lot number, date code, heat number, job or work order number or material P.O. number. All certifications must be legible. Changes or amendments to any certification paperwork must identify the authorizing party via signature, initial, stamp, or any other similar method, along with amendment date.

4.3.7.2 Statistical Process Control (SPC):

The Supplier shall identify the statistical techniques in establishing, controlling and verifying process capability and product characteristics. Documented procedures shall be established and maintained to implement and control the application of these statistical techniques.

4.3.7.3 Certifications:

The following certifications must accompany the product shipped: Manufacturers Certificate of Conformance and (Raw Material Certification and Distributor Certificate of Conformance as applicable). Applicable specification and part revision level must be present on certifications and test reports.

4.3.7.4 First Article Inspections (FAI's):

A documented first article is required. First article shall be required on the first production run per AS9102. All additional revisions due to engineering, design and/or specification change then a Delta AS9102 is required.

4.3.7.5 100% Inspection Required:

Supplier shall perform 100% inspection of all characteristics or specified characteristics on all products covered by the Purchase Order. Records of Suppliers 100% inspection results, showing actual range of values, shall accompany each delivery of product(s).

4.3.7.6 Sampling Plans:

Supplier may use sampling plans provided the sampling plans are in accordance with Industry, Government and Military standards or S&L Aerospace customer designated sampling inspection requirements. For All Boeing product, the D18007 User Guide for Statistical Sampling Plans applies. In all cases, inspection requirements identified by engineering drawing or specification take precedence over the inspection requirements defined herein.

4.3.7.7 Statistical Sampling and Analysis (Cpk):

The items on this purchase order have been identified as critical fasteners and must be:

Certified to $>$ or $=$ Cpk 1.33 of identified dimensions (shank, head and outside diameter as applicable) prior to coating.

- If Cpk is less than 1.33 and the last point on the control chart is in control, the lot will be accepted based on the approved acceptance sampling plan.
- If Cpk is less than 1.33 and the last point on the control chart has gone out of control, but is within specification, the lot will be accepted based on the approved acceptance sampling plan, but process corrective action needs to be taken.

Note

Use the ANSI/ASQ Z1.4 for the sample size, however, utilize C=0, Accept on Zero and Reject on One for the identified dimensions (shank, head and outside diameter as applicable) or Perform 100% inspection on the identified dimensions (shank, head and outside diameter as applicable).

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4.3.7.8 Manufacturer's Certificate of Conformance:

Manufacturer's Certificate of Conformance must display revision level of part being furnished.

4.3.7.9 Assemblies:

All individual components within the assembly shall be listed on the Manufacturer's Certificate of Conformance (C of C's) along with traceability to the applicable certification.

4.3.7.10 Packing Slips/Certification:

A copy of Suppliers Packing Slips and Certification is required inside and outside of box.

4.3.7.11 Shipment Weight:

Please advise if shipment weight is over 100lbs.

4.4 Quality Control Verification of Purchased Product:

The organization shall establish and implement the inspection or other activities necessary for ensuring that purchased product meets specified purchase requirements.

Persons receiving, inspecting, or processing parts must examine the product to ensure the drawing, specification, type, class, style, part number, manufacturer, Certificate of conformance or other related information is present to detect or identify suspect or counterfeit parts. Suspect or counterfeit parts are placed on a nonconforming material document so the items may be identified and segregated to a nonconforming part location, reference QSP-8.7.1 Control of Nonconforming Material.

4.4.1 Supplier Verifications:

Customer verification activities performed at any level of the supply chain should not be used by the organization or the supplier as evidence of effective control of quality and does not absolve the organization of its responsibility to provide acceptable product and comply with all requirements.

4.4.1.1 Recall & Replacement:

Where purchased product is released for production use pending completion of all required verification activities, it shall be identified and recorded to allow recall and replacement if it is subsequently found that the product does not meet requirements.

4.4.1.2 Inspection Delegations:

When the purchaser delegates verification activities to the supplier, the requirements for delegation shall be defined and a register of delegations maintained.

4.4.2 Supplier Inspection Delegations:

Where the organization or its customer intends to perform verification at the supplier's premises, the organization shall state the intended verification arrangements and method of product release in the purchasing information.

4.4.3 Customer Inspection Delegations:

The delegation of verification to the supplier and/or supplier certification may be requested.

4.4.3.1 Source Inspection:

S&L Aerospace source inspection is not required but Inspection can be conducted at the Supplier's facility and can be requested and accomplished prior to shipment. When items are deemed necessary on the Purchase Order, the Supplier will notify the Purchaser and Quality Manager when parts are ready for inspection, so that coverage can be arranged. Drawings, specifications and other pertinent data shall be made available to the Quality Representative at time of inspection.

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SUPPLIER QUALITY REQUIREMENTS

1. Supplier shall maintain an International Organization of Standards (ISO), Aerospace Standard (AS) or Military Standard equivalent quality system acceptable to Buyer for the Items (including “items” and “Work” as such terms may be used in this PO’s definitions) covered herein. Widely recognized Government or Industry Quality System standards should be used as guidelines. Upon Buyer’s request therefore, Supplier shall provide to Buyer documentation that describes Supplier’s System.
2. Supplier shall provide and obtain for Buyer, Buyer’s Customers, and appropriate regulatory agencies access to any and all facilities, including those facilities of Supplier’s subcontractors, where work on Items is being performed or is scheduled to be performed under this Purchase Order (“PO”). Buyer shall have right to perform in-process inspection, audits, and system surveillance at Supplier and Supplier’s subcontractors’ facilities as part of verification of conformance to the requirements of this PO.

Work under this PO is subject to Buyer's periodic audit of Supplier's compliance with Supplier's internal procedures and other documents applicable to this PO. Supplier shall provide, at no cost to Buyer, Government or appropriate regulatory agencies, suitable facilities at Supplier and Supplier's subcontractors' manufacturing locations for Buyer, Government, and regulatory agency representatives to perform compliance verification. Supplier shall include the provisions of this paragraph B in each purchase order, if any, with each of its subcontractors where work is being performed or is scheduled to be performed in connection with this PO, and shall require that this paragraph B is inserted in all subcontracts at every tier.

Supplier shall maintain complete records of all manufacturing, inspecting and testing in connection with the Items. At Buyer's election, such records shall be made available to the Buyer, Buyer's Customers and/or appropriate regulatory agencies during the performance of this PO and for at least three (3) years after completion of this PO or for such longer periods, if any, as may be specified elsewhere in this PO. Upon Buyer's request therefor, Supplier shall forward such records to Buyer at no cost to Buyer.

3. Control and Processing Nonconforming Material and Corrective Action

Supplier shall implement and maintain a system, which provides for identification, documentation, segregation and disposition of nonconforming material and shall ensure effective, positive corrective action is taken (including repetitive nonconformance's dispositioned “Use As Is” by Buyer's or Supplier's material review board [“MRB”] actions) to prevent, minimize, or eliminate nonconformance's. Supplier's system shall ensure that non-conforming material is not used for production purposes.

Supplier shall maintain records of all nonconforming material, dispositions, assignable causes, corrective actions, and effectiveness of corrective actions for the period specified in this PO.

Supplier shall evaluate each nonconformance for its potential to exist in previously produced or delivered Items. If a nonconformance exists, Supplier shall notify Buyer, in writing, within 24 hours for issues impacting safety, and, in writing, within 5 working days for all other issues.

Buyer shall forward requests for corrective action, if any, to Supplier when unsatisfactory performance by Supplier and/or any of its subcontractors is detected by Buyer. Supplier shall respond to all Buyer requests for corrective action. When requested by Buyer, Supplier shall provide trend data and findings for Buyer returned Items.

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Supplier shall assess all Buyer identified nonconformance's and take the appropriate actions to ensure causes of nonconformance are corrected. If Supplier is unable to verify or duplicate the nonconformance or refuses responsibility for the nonconformance, Supplier shall notify Buyer.

If Supplier does not respond within 30 days of receipt by Supplier of the nonconforming Item, Supplier shall be deemed to have accepted responsibility for the identified nonconformance.

4. Material Review Authority

A. Material Review Authority(MRA) for Supplier-Designed Items

Supplier has Material Review Authority, except for nonconformance's, which affect a parameter controlled by Buyer drawing or specification, which affect form, fit, function, interchangeability or reliability. Supplier shall submit dispositions of nonconforming Items, if any, regarding any such parameter(s) to Buyer for approval.

B. MRA for Buyer Designed Items

Supplier dispositions are limited to scrapping of Items, eliminating the nonconformance by rework to engineering, or returning to vendor. On Items of Buyer design, Supplier shall document nonconforming Items for submittal to Buyer's MRB for dispositions as required by this PO. Supplier's continued processing, prior to Buyer's MRB disposition, of any Buyer- designed Items containing a nonconformance prior to Buyer's MRB disposition will be at Supplier's risk.

C. Additional MRA Requirements for Buyer-Designed Items

If Supplier has written delegated MRA, on Buyer-designed Items, Supplier shall exercise such MRA except for nonconformance's of a parameter that affects form, fit, function, interchangeability or reliability.

D. Material Review Board Submittals

All submittals for Buyer MRB disposition of Supplier or Buyer- designed Items or requests for MRA shall be submitted in accordance with Buyer instructions.

Supplier shall not incorporate any nonconforming Items into any product, process, procedure or data that affects a parameter controlled by Buyer drawing or specification or has an effect on form, fit, function, interchangeability or reliability unless and until Supplier has received prior written approval from Buyer.

Buyer and Buyer's customers shall each have the right to refuse to accept any nonconformance's. When Government source inspection is a requirement of this PO, and Buyers customer has delegated MRA to Suppliers cognizant Government source representatives, Supplier shall submit material review dispositions to Supplier's local Government representative for concurrence.

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5. Certificate of Conformance Requirements

A. Certification of Conformance:

Vendor/Supplier shall provide a Certificate of Conformance (C of C) listing the following mandatory items:

Company name and address

Purchase Order number

Part number

Description

Revision

Quantity shipped

Typed or printed name of a responsible representative of the supplier

Signature of a responsible representative of the supplier

Representative's Title

Date

Serial numbers / unique identifiers must be listed

A statement certifying to the effect that the products or services provided under the Purchase Order have been manufactured, processed, inspected, and tested in accordance with the Purchase order and drawings and all attached or referenced documents, and are fully acceptable and in complete conformance to all Purchase Order requirements.

This certification shall be furnished to the Purchaser with each shipment of parts and/or materials. Failure to provide proper certification may result in payment being withheld until proper certification has been received. Distributors must flow down Certificate of Conformance requirements to subcontractor and/or Original Equipment Manufacturer (OEM) supplying materials or processing to this product and C of C shall be furnished with each shipment.

B. Inspection/Test Reports (Certificates of Analysis)

When required by the Purchase Order and/or as a drawing requirement, a legible and reproducible copy of the supplier's actual inspection/test report for the acceptance of items under the Purchase Order shall be furnished with each shipment. Each inspection/test report/data document shall evidence compliance with the applicable drawing and/or specification requirements and shall include the part number, applicable drawing and/or specification number with revision letter or number, and the signature and title of the responsible agent of the supplier.

- Chemical data test report
- Physical data test report
- Visual/dimensional inspection data report

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6. General Requirements

Product Acceptance

When Buyer's Customer requires source inspection, Supplier shall obtain objective evidence of Buyer's Customer representative's inspection by signature and title or by stamp on any shipping documents required by this PO.

Changes to Supplier's Operations

Supplier shall notify Buyer, in writing, of any change in status of its quality system as a result of any Government or regulatory agency action.

Supplier shall also notify Buyer, in writing, upon any relocation or transfer of manufacturing operations, or change in any organization or procedure that could impact Item quality.

Selection and Control of Supplier's Sub-Tier Sources

Supplier's quality system shall include procedures for determining the capability of sub-tier suppliers, prior to issuance of Supplier's PO.

When the Supplier performs a Quality System Survey or Evaluation for a sub-tier supplier facility, the results of each survey or evaluation shall be documented.

Supplier is responsible for ensuring all materials, services and components it procures for incorporation into the Items conform to all requirements of this PO.

Supplier shall define and establish a program for determining the need for periodic re-audit or re-evaluation of Supplier's sub-tier suppliers.

Prior to production and award of subcontracts, Supplier shall institute a program that will ensure control of the quality of all Items procured by Supplier in support of this PO.

The Supplier shall include the applicable portions of this PO in each of its purchase orders, if any, with each of its subcontractors where work is being performed or is scheduled to be performed in connection with this PO and require that, where applicable, such portions are inserted in all subcontracts at every tier.