

1. INSPECTION SYSTEM REQUIREMENTS:

The Seller shall provide and maintain an inspection system in conformance with Specification AS9100, ISO-9001, or D6-82479, Appendix B or other Quality System approved by the Quality Manager.

2. CONTROL OF CHANGES:

Seller agrees not to make any change in materials or design details or other product which would affect the part or any component part thereof without prior written Buyer approval. The Seller will identify, on the Statement of Conformance and/or packing sheet, the as built revision level of the end item product being delivered.

3. SUPPLIER CORRECTIVE ACTION:

The seller shall, on request, provide statements of corrective action on failures of seller's hardware or quality system. Corrective action statements, require approval signature by Buyer and/or Government Quality representative. All rejected articles resubmitted by seller to Buyer shall bear adequate identification including reference to Buyer's rejection document.

4. RIGHT OF ENTRY:

- (1) The Buyer, their customer and regulatory authorities shall be granted the right of access to all seller's facilities involved in the order and all applicable quality records.
- (2) The right to verify at the seller's premises that subcontracted product conforms to specified requirements.

5. SHELF LIFE AND TEMPERATURE SENSITIVE MATERIALS:

The Seller shall identify all materials and articles which have definite characteristics of quality degradation with age or environment. The Seller shall affix this information directly on the material container or article. This identification shall indicate the date useful life was initiated and the date or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include the storage condition (i.e., temperature, humidity, etc.) required to achieve the stated life. A minimum of 75% of the applicable

material/article shelf life shall remain upon receipt of the material by Buyer or the material is subject to rejection and returned to the seller.

6. PACKAGING:

Unless otherwise specified by the item drawing, specification or purchase order, the seller is responsible for assuring that all items are delivered without damage or deterioration and are efficiently and economically packed for the method of transportation and type of handling involved. Unit and intermediate deterioration.

7. MATERIAL SAFETY DATA SHEETS:

Materials(s) noted on this purchase order must be supplied in accordance with OSHA's hazard communication standard 29CFR1910-1200, OSHA instruction CPL2-2.38 dated August 5, 1985 and Washington State codes 296-62-05413 a "Materials Safety Data Sheets".

Materials not received in compliance with OSHA requirements and Washington State codes will be subject to immediate rejection and return at supplier's expense.

In addition, if Seller is aware of any additional precautions and/or handling techniques instituted with regard to other customers, you are requested to submit those safeguards with MSDS.

Send a Toxic Substances Control Act (TSCA) certification letter to the Buyer for the product(s) purchased on this purchase order with the statement that every chemical component of the product(s) is listed by the Toxic Substances Control Act Inventory (P.L. 94-94-969).

8. IDENTIFICATION:

Parts, assemblies, and components shall be identified as specified on the engineering drawing. When identification is not specified on the engineering drawing, the product shall be identified with the part number specified on the purchase order. When items are too small to easily identify, they may be bagged and tagged. Raw material procured to Federal, Military, Aerospace or other specification shall be marked and identified per the requirements of

the identification specification which is referenced in the controlling (i.e. Federal, Military, Aerospace, etc.) specification.

9. CALIBRATION SYSTEM REQUIREMENTS:

Seller shall have a calibration system that assures compliance with ANSI / NCSL Z540-1-1994 "American National Standard for calibration". Any deviation or waiver to this requirement must be approved by buyer's Material and Quality Assurance Representatives.

10. STATEMENT OF CONFORMANCE:

The Seller shall certify that the product delivered conforms in every aspect to the contractual and technical requirements of the Purchase Order, engineering drawings(s), specifications and standards referenced therein. Where required by the Buyer purchase order, inclusive of all documents referenced therein, parts, materials and processes have been procured from approved sources. The Statement of Conformance document shall be signed by a representative of the Seller.

SHIPMENT DOCUMENTATION:

- (1) Each shipment by the Seller shall be accompanied by a Statement of Conformance in accordance with the above.
- (2) When the items or the items contained within an assembly, sub-assembly or detail part on this Purchase Order are supplied by a distributor, a copy of the Statement of Conformance from the OEM or if allowed by contract, a valid FAA 8130-3 Airworthiness Approval "NEW" must accompany each shipment.

11. MATERIAL TEST REPORTS:

A material test report for raw material(s) is required and shall contain the following:

- (1) name/number of the specification with which the material is in compliance.
- (2) the lot, batch, heat lot or other traceable destination (i.e. purchase order number, invoice number etc.).
- (3) the reports shall contain the actual test results and or indicate the percentage of each

element that makes up the chemical and or physical properties of the raw materials(s).

(4) a statement of conformance to the applicable specification.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the test report, unless verified and validated by the buyer Quality Assurance Representative at the Sellers facility.

12. CERTIFIED TEST DATA:

Certified Test Data is required and shall contain quantitative test results versus quantitative requirements and permissible tolerance(s) for values measured and shall indicate factual information necessary to demonstrate conformance to the requirements reflected on the engineering drawing governing specification or purchase order.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the test report, unless verified and validated by the Buyer Quality Assurance Representative at the Sellers facility.

13. APPROVED PROCESS REQUIREMENTS:

Special processes must be NADCAP certified as applicable (i.e. testing, heat treat, nondestructive testing, plating, etc.). When required, the process specification must be performed by sources approved by the customer such as Boeing D1-4426.

The Seller is responsible for assuring that the processing source has in their possession a current customer approval of their process capability for the processes to be performed, prior to their performing the process.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the certification from the processing source demonstrating compliance with the specification for the processes performed and that the processor is/was approved by the customer to perform the processes at the time the product was processed. If this certification is verified and validated by a Buyer Quality Assurance

Representative at the Sellers facility, it may be retained by the Seller.

14. FIRST ARTICLE INSPECTION:

The Seller shall perform an AS9102 First Article Inspection (FAI) on the initial part or lot (as applicable) at the detail, subassembly and/or assembly level or after no orders produced for Buyer within 2-years. The results of the FAI shall indicate 100% conformance to engineering drawing characteristics, special processes, functional test, and laboratory requirements. Subsequent FAI's shall be performed under the conditions:

(1) Engineering changes (configuration changes affecting form, fit and/or function) require a Delta FAI for those characteristics affected by the change.

(2) If major changes are made in the Sellers method of manufacturing, a Delta FAI shall be performed for those characteristics affected by the change.

SHIPMENT DOCUMENTATION:

A copy of the Sellers FAI report shall be sent with each initial shipment of a part number configuration to Buyer.

15. REPORT OF DISCREPANCY:

Any departure from drawing specifications or other purchase order requirements must be documented by the Seller and submitted to the Buyer for consideration and disposition. A copy of this disposition document must accompany each affected shipment.

SHIPMENT DOCUMENTATION:

A copy of the disposition document must accompany each affected shipment to Buyer.

15.1 REPORT OF ESCAPE:

The Seller upon discovery of a shipment / delivery of nonconforming product must provide a notice of disclosure to the Buyer within 48 hours of discovery.

15.2 NOTIFICATION OF NON-COMPLIANCE

When an out-of-tolerance condition is discovered on a measuring device being calibrated by an approved Calibration Lab used by Hill AeroSystems, that facility will contact Hill immediately.

16. TRACEABILITY/LOT AND BATCH CONTROL:

Seller must maintain lot and batch control of raw materials/hardware to purchased items. Seller must provide complete and positive traceability of manufactured parts and assemblies to raw materials/hardware through the use of lot/batch , serial numbers and or PO numbers.

SHIPMENT DOCUMENTATION:

Shipping documents shall identify the lot/batch or serial number, as applicable, for all items in the shipment.

17. SUPPLIER RECORDS:

The Seller shall maintain records of product delivered to buyer for the calendar year + 10 years.

18. KEY CHARACTERISTICS:

The Seller shall maintain applicable statistical control charts for key characteristics identified by the customer drawings.

SHIPMENT DOCUMENTATION:

A copy of the key characteristics statistical control charts must accompany all items in the shipment to Buyer.

19. SUPPLIER FLOW DOWN TO SUB-TIER SUPPLIER

The applicable requirements are identified in the purchasing documents to sub-tier suppliers , including key characteristics where required, and all requirements applicable to the manufacture of parts using digital data.

20. ARGON / HELIUM GAS

Argon must meet MIL-A-18455; except 99.996 percent (min.) purity argon by volume; dew point -76° F or lower; oxygen 10.0 ppm (max.) by volume. Helium must meet BB-H-886, Grade A except dew point -76F or lower.

21. SOURCE INSPECTION

When government source inspection is required by contract, Hill AeroSystems Inc. will flow this requirement down to our suppliers. This requirement (source inspection) allows a government inspector to enter your facility to

conduct source inspections on Hill AeroSystems contracted parts.

22. ITAR/EAR CONTROL:

When applicable, Hill AeroSystems Inc. shall include the following clause on all documentation containing restricted technical data: "these documents contain technical data, the use of which is restricted by the U.S. arms export control act. This data has been provided in accordance with, and subject to, the limitations specified in paragraph 126.5 of the international traffic in arms regulations (ITAR). When applicable, Hill AeroSystems Inc. shall flow this requirement down to our suppliers.

23. COUNTERFEIT PRODUCTS CONTROL:

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:

- a) Are an unauthorized copy or substitute of an original equipment manufacturer or original component manufacturer (collectively, "OEM") item;
- b) Are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
- c) Do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
- d) 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
- e) 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 shall be liable for all costs related to the replacement of counterfeit goods and any testing or validation necessitated by the

installation of authentic goods after counterfeit goods have been replaced. The remedies contained in this article are in addition to any remedies buyer may have at law, equity, or under other provisions of this contract. Seller bears responsibility for procuring authentic goods or items from its subcontractors and shall ensure that all such subcontractors comply with the requirements of this article.

24. CONTRIBUTION / SERVICE CONFORMITY:

Suppliers must ensure that persons/employees are aware of their contribution to the product or service conformity, their contribution to product safety, and the importance of ethical behavior.

25. FOD - Foreign Object Damage:

Suppliers must have and maintain a FOD awareness program in accordance with AS9146 and shall ensure that products, services and packaging provided are free of foreign or embedded objects.

26. SPECIAL TOOLING

When Special Tooling is provided to the supplier, the supplier shall have a Special Tooling process in accordance with the D33200-1 and D950-11059-1 requirements. The process shall be implemented and maintained. The supplier may be required to submit associated procedures or to an onsite audit of the process.

27. Digital Product Definition (DPD)

Requirements

All suppliers who receive DPD shall have a digital data control process in place that is in accordance with Boeing D6-51991 and is approved by Hill System's Quality Dept.

28. BOEING FAA PRODUCTION CERTIFICATE (PC700) REQUIREMENT FLOWDOWN

Administration- Parts Manufacturer Approval (FAA-PMA) markings.” AWARENESS.

Seller shall not deliver parts to Hill Aerosystems with “FAA-PMA” markings.

29. ACCEPTANCE AUTHORITY MEDIA (AAM)

Seller shall comply with 14CFR Part 21.2 for Acceptance Authority Media as applicable. The use of AAM must be considered a personal warranty of compliance and conformity. The Seller shall ensure the use of AAM is clearly defined in their QMS Quality Management System.

This requirement must be flowed down throughout the supply chain as applicable.

30. STATISTICAL SAMPLING REQUIREMENTS

If the Seller performs statistical sampling the Seller shall comply with requirements of document AS9138 "Aerospace Series – Quality Management Systems Statistical Product Acceptance Requirements". A statistical sampling plan/procedure shall be submitted to Hill Aerosystems for review and approval prior to performing statistical sampling.

31. SELLER’S INSPECTION: Seller shall inspect or otherwise verify that all Products or Services, including those components procured from or furnished by subcontractors or suppliers or Boeing, shall comply with the requirements of the Order prior to shipment to Hill Aerosystems. Seller shall be responsible for all tests and inspections of the Product during receiving, manufacture and Seller's final inspection. Seller agrees to furnish copies of test and/or control data upon request.

32. EXCESS INVENTORY: Seller shall control all inventory of Boeing 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 Boeing. Additionally, Seller shall not provide Product from excess inventory that was previously rejected or returned by Boeing/Hill Aerosystems without prior written

authorization from Boeing. When Seller fulfills an order in support of this SBP with Product from excess inventory, for which Seller was the original manufacturer, Seller shall be able to demonstrate traceability to the original Boeing purchase document that authorized manufacture of the Product when requested by Boeing/Hill Aerosystems.

33. SELF VERIFICATION PROGRAM:

If the Seller uses a Self-Verification Program, the Seller shall comply with the requirements set forth in SAE industry standard AS9162, "Aerospace Operator Self Verification Programs". Hill Aerosystems reserves the right to conduct surveillance to verify compliance with AS9162.

34. WORK TRANSFER POLICY

No part of the scope of this order may be transferred to another facility or subcontractor without prior notification and approval by Hill Aerosystems.

35. Delegated Product Release Verification

When Seller delegates product verification, Seller shall conform to the requirements of AS9117, "Delegated Product Release Verification". Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9117.

When delegating product verification, Seller is not relieved of its obligations under this contract.