

Purchase Order Terms and Quality Clauses

The provisions of the following Purchase Order Terms and Quality Clauses form a part of the contract as indicated on the General Products Partners (GPP) Purchase Order. In the event of a conflict between these provisions and those noted in the actual drawing or specification; these clauses shall take precedence. **The latest revisions of the specifications imposed by these clauses are used unless otherwise specified.**

Purchase Order Requirements in addition to Quality Clauses:

When entering a purchasing agreement with GPP, Supplier is required to agree to the following terms and conditions in addition to Quality Clauses specified on the Purchase Order:

1. GPP must be notified in writing of change of address, business or manufacturing location(s), including changes to external provider location(s), and when required, obtain GPP approval prior to changes.
2. Supplier is expected to ensure that personnel performing work on this purchase order are aware of
 - Their contribution to product or service conformity,
 - Their contribution to product safety, and
 - The importance of ethical behavior.
3. Supplier shall establish safe practices within its organization in order to protect the life and health of employees, contractors, subcontractors, and other personnel in supplier facilities.
4. Supplier shall prevent the use of counterfeit product/material
 - Supplier shall provide OEM/OCM documentation that authenticates traceability of material to applicable OEM/OCM
 - Supplier is required to notify GPP of the facts should the supplier become aware or suspect that it has furnished counterfeit material to GPP at any point in time
 - If counterfeit material is delivered under this or any purchase order, supplier shall at its own expense, promptly replace such counterfeit material with genuine product/work conforming to the requirements of the PO.
5. Supplier is required to provide test specimens for inspection/verification, investigation, or auditing upon request.
6. No part of any purchase order may be out-sourced to another supplier without prior GPP approval.
 - Supplier is required to flow down applicable requirements to the supply chain including applicable requirements stated in the Purchase Order.
 - Supplier is required to use customer-designated or approved external providers, including special process sources.
 - Supplier is required to apply appropriate controls to external providers to ensure requirements are met.
 - Supplier is responsible for the conformity of all externally provided processes, products, and services associated with this purchase order.

Quality Clauses

1. Quality Management System

Suppliers are expected to have a quality management system.

Special process suppliers are required to submit the following for approval:

- a. QMS Certification,
- b. Evidence of a documented quality management system, or
- c. GPP supplier survey.

2. Calibration System

Seller shall maintain a documented calibration system in accordance with ISO 17025 and/or ANSI/NSCL Z540-1 or equivalent.

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3. International Traffic in Arms Regulations (ITAR)/Export Administration Regulations (EAR)

This purchase order may contain, and/or reference documents containing, information subject to ITAR and EAR. Seller shall not export, release, or disclose this information without first complying with the export license requirements of the applicable regulations.

4. Changes

- a. Seller shall not make any changes to the processes or materials specified under the Purchase Order. Proposed deviations from drawings, specifications, or Purchase Order requirements that may affect function, interchangeability or reliability of hardware must be recorded and forwarded to General Products Partners for consideration. Disposition of these deviations must be approved by GPP prior to production of product and/or shipment. COTS (Commercial off the Shelf) components suppliers must notify GPP in writing of any changes in form, fit, or function.
- b. All product assurance requirements and conditions previously established by the GPP Purchase Order are not affected by this Change Order.

5. Material Control - DFAR

Seller agrees to supply material in accordance with the current revision of AS6174 "Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material", and original Mill Certifications as objective evidence, in compliance with DFARS 252.225-7014, Preference for Domestic Specialty Metals & Alternates. The Heat Lot Number and origin of the material must be listed on certification and shall be from a Qualifying Country in accordance with DFAR 225.872-1.

6. Surveillance, Surveys and Audits

General Products Partners reserves the right to perform periodic surveys and audits of the Sellers facility and to maintain resident Quality Assurance Representatives (QAR) at the Seller's facility. GPP also reserves the Right of Access to the extent necessary to assure product conformance; including access by its customer and regulatory authorities. Additionally, Seller is required to 'flow-down' to any subcontractor and its' customers the GPP right to perform verification at their facility; including verification by GPP customers and regulatory authorities.

7. Material Control – Chemical and Physical Test Reports

Seller agrees to retain on file chemical/physical Test Reports and/or Certificates traceable to material being ordered and conformance to the applicable material specification. Material identification shall be maintained, traceable to Heat, Lot, or Melt number, **and photographically reproducible** through two (2) additional reproductions.

8. Certification of Conformance (C of C)

Unless otherwise specified on the GPP Purchase Order, the Seller shall provide a C of C conforming to paragraph **8a** for all materials and other sub-paragraphs for the specific materials noted in those paragraphs as specified on the GPP Purchase Order. All applicable requirements that are invoked or applied to the GPP Purchase Order, including this clause, shall be flowed down to Seller's sub-tier suppliers. All documentation submitted shall be photographically reproducible through two (2) additional reproductions.

- a. **Certification of Conformance (General)** – The Seller shall submit with each shipment a C of C stating that parts, materials, processes and testing furnished to GPP are in accordance with applicable requirements of the GPP Purchase Order. The Certification shall state that the Seller has on file all available data for examination and evidence of conformance to applicable specifications. The C of C shall include as a minimum, the following information:
 - Sellers' Name
 - General Products Partners Purchase Order (PO) Number
 - Part Number and Revision
 - Part Name as stated on PO

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- Quantity and Serial / Lot numbers, if applicable
 - Statement Certifying Product / Process Conformance
 - Statement Certifying Supplier has employed appropriate housekeeping practice to preclude introduction of Foreign Object / Debris Damage (FOD) into deliverable items.
 - Certificate indicating maximum safe working load, if applicable, for each item
 - Certificate indicating conformance to requirements of pressure vessel code and two (2) copies of American Society of Mechanical Engineering (ASME) Code Reports, if applicable, for each unit
 - Date, Signature and Title of Authorized Representative of Quality Assurance Organization
- b. **Certification of Conformance (Limited Life/Age Dated Material)** – The C of C shall meet **QA Clause 8a**, reflect a minimum of 75% of the Shelf Life remains (unless Seller states that no shelf life limitation exists) and also include:
- C of C, signed by authorized representative of, actual material / equipment manufacturer, if other than Seller
 - List of applicable Material Specification(s) including Revision Letter(s)
 - Lot / Batch Number
 - Storage Temperature and any Other Storage Requirements
 - Expiration Date
 - Manufacture Date
- c. **Material Certification (Actual)** – The C of C shall meet **QA Clause 8a**, and the Seller shall submit Raw Material certifications obtained from Manufacturer reporting **actual** chemical and physical material analysis and also include:
- List of applicable Material Specification(s) including Revision Letter(s)
 - Heat/ Lot / Melt Number
- d. **Material Certification (Range)** - The C of C shall meet **QA Clause 8a**, and the Seller shall submit Raw Material certifications obtained from Manufacturer reporting **typical** chemical and physical material analysis and also include:
- List of applicable Material Specification(s) including Revision Letter(s)
 - Heat/ Lot / Melt Number
- e. **Material Certification (GPP / Customer Furnished)** – When material is furnished to the Seller by GPP, or its' customer, inspection prior to performance of activities specified on the purchase order is mandatory. Seller's C of C shall meet **QA Clause 8a**, and include as a minimum the following statement, or equivalent, "It is hereby Certified that All materials used in the Manufacture of parts, in the quantity specified on the GPP Purchase Order, were fabricated from the material furnished by General Products Partners, LLC / or its' customer, inspected to the applicable specification requirements prior to use, and with no substitutions made". GPP shall be notified in writing of deficiencies / departures discovered during this receiving inspection.
- f. **Special Processes** - The C of C shall meet **QA Clause 8a**, and the Seller shall submit additional objective evidence of compliance with the specific process, and as applicable, include:
- List of applicable Specification(s) including Revision Letter(s)
 - Heat Treat Temperature Chart(s)
 - Hardness Test Results
 - Destructive / Non-destructive Test Reports with actual NDT stamp of Operator who performed work
 - Pressure / Hydrostatic test system configuration / sketches or schematics
 - Proof Load test system configuration / sketches or schematics
 - Specification mandated Electrical / Functional Test data

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- g. **Weld Filler Metal** - The C of C shall meet **QA Clause 8a**, and the Seller shall submit Raw Material certifications obtained from Manufacturer reporting **actual** chemical and physical material analysis for each size and also include:
- List of applicable AWS / ASME Filler Material Specification(s) including Revision Letter(s)
 - Heat / Lot / Melt Number
 - Verification of Identification (Stamped, Tagged, or equivalent) as to the Material Alloy of each Individual Heat / Lot / Melt weld rod and each reel or spool
- h. **Shielded Gases** - The C of C shall meet **QA Clause 8a**, and the Seller shall also include:
- Certification for Purity and Analysis to AWS 5.32 for each Lot Number
 - Traceability of each bottle to applicable Lot Number(s)
- i. **Calibration** - The C of C shall meet **QA Clause 8a**, and the Seller shall submit additional objective evidence of compliance of the accuracy of the measurements and weights traceable to the National Institute of Standards and Technology (NIST). C of C shall also include:
- One (1) reproducible copy of actual calibration results and graphic / tabular data.
- j. **MIL-Specification Conformance** - The C of C shall meet **QA Clause 8a**, and shall conform to the military specification regarding limits of size, finish, material, component details and performance.
- k. **Seller's Catalog Conformance** - The C of C shall meet **QA Clause 8a**, and shall conform to the Sellers catalog description regarding limits of size, finish, material, component details and performance. Departures / variations from catalog description shall be coordinated in writing with the GPP Buyer prior to delivery.
- l. **Material Safety Data Sheet** – The Seller shall submit with each shipment a Material Safety Data Sheet (MSDS) for the items specified.
9. **Threaded Fasteners** - The C of C shall meet **QA Clause 8a**, and the Seller shall submit a copy of the manufacturer's C of C for the hardware supplied. This C of C shall include, as a minimum:
- Manufacturer's Name and Date
 - Statement that the hardware supplied was manufactured and acceptance tested in accordance with the applicable specification(s), with revision(s).
 - Annotation of the fastener's lot number on the shipper, certification, or packing list (any one of three will be acceptable).
 - Listing of both the ordering and procurement specification, including revision levels.

Seller shall submit as objective evidence and supporting data:

- One (1) reproducible record, with each shipment, of actual chemical analysis and actual physical test results for hardware shipped (to include identification by heat, lot, or melt number).
- That all processing, treatment, testing, and inspection as required by the applicable ordering specification and related procurement specification have been satisfactorily completed.
- Report of ultimate tensile, ultimate shear, hardness, dye penetrant, and magnetic particle, results when required by applicable specification.
- Assurance that items of this order are packaged in such a manner that the dimensional integrity is preserved, contamination and corrosion are prevented, and no physical damage occurs to the threads during shipment. Any method used shall ensure that threads remain undamaged during shipment. Bulk packaging of unprotected threads is prohibited. The preferred method, when size permits for externally threaded fasteners, will be individually sleeve the threaded portion of the fastener. **Exception:** Fasteners smaller than 0.25 inch diameter may be bulk packaged up to 100 counts per container.

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10. Inspection Report Required

Unless otherwise specified on the GPP Purchase Order, the Seller shall provide, as a minimum, documented evidence of inspection and verification of required dimensions conforming to paragraph **10a** for all items and other sub-paragraphs for the specific reports noted in those paragraphs as specified on the GPP Purchase Order.

- a. **General Inspection** - The Seller is required to provide objective evidence of inspection and verification of required dimensions with actual results by Quality Department showing variance of dimensions measured or results of measurements from MIL-STD-105 or ANSI/ASQ Z1.4 sampling plans. Critical and major characteristics and interface control points as identified on the drawings shall be measured 100%. This must be included with shipment of product. Failure to provide data per this clause is grounds for General Products Partners to collect all costs associated with conducting an Inspection Report at GPP and/or return of product to Seller at their expense.
- b. **First Article Inspection (FAI)** - The Seller is required to perform / submit a detailed First Article Inspection (FAI) report. The report may be the Sellers' format and must list all drawing characteristics. This first article will consist of one (1) piece and the report must include evidence of conformance to all elements including material and processes. This piece must be identified and packaged separately along with the report when shipped with the production parts. Verification / update of the FAI is required following implementation of Engineering and Manufacturing method changes or Delivery / Inactivity of one (1) year. The FAI Report shall include, as a minimum, the following information:
 - Sellers Name
 - General Products Partners Purchase Order Number
 - Part Number and Revision
 - Verification of all Drawing Notes
 - Record of all Dimensional Requirements with Tolerances
 - Record of all Actual Measurements
 - Lot Identification Number (Internal Tracking number) / Sellers Job Number
 - Signature of an Authorized Representative of Quality Assurance Organization
- c. **AS9102 First Article Inspection (FAI)** - The Seller is required to perform / submit a detailed First Article Inspection (FAI) report in accordance with AS9102 latest revision. The FAI Report will meet the requirements of **QA Clause 10a** and use the AS9102 format. This piece must be identified and packaged separately along with the report when shipped with the production parts.
- d. **100% Inspection** - Seller shall perform 100% detailed / dimensional Inspection, record the actual dimensional data for all drawing characteristics, and compliance with drawing notes for all parts. The recorded data, related material, and process certifications, as applicable, shall be delivered with the parts for each lot shipped, unless specified otherwise on GPP Purchase Order.
- e. **GPP Source Inspection** - GPP Source Inspection is required on this Purchase Order. All items are subject to in-process surveillance by GPP's Quality Assurance Representatives (QAR). Shipments shall not be made without Source Release Inspection by GPP's QAR. The Seller shall provide a minimum of two (2) working days advance notice of designated mandatory Inspection Points. The Seller shall make available all applicable drawings / specifications / procedures / Statements of Work / any information required to satisfactorily perform the Inspections.
Note: Source Release does not constitute Final Acceptance which is performed upon receipt and QA Inspection of the product at GPP.

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- f. **GPP Source Test Verification** – GPP source verification is required for Acceptance / Qualification / Environmental Tests performed on items on this order. The Seller shall provide a minimum of two (2) working days advance notice of scheduled testing. The Seller shall make available all applicable drawings / specifications / procedures / Statements of Work / any information required to satisfactorily perform the Inspections.
- g. **Defense Contract Management Agency (DCMA) Source Inspection** – All work performed on this order is subject to Inspection and Test by DCMA at any time and place. The DCMA Quality Assurance Representative, delegated Product Assurance functions on this procurement shall be notified immediately upon receipt of this order. Additionally, The Seller shall provide a minimum of two (2) working days advance notice to DCMA of designated mandatory Inspection Points.

DCMA Source Inspection does not replace or relieve the Seller of their responsibility for ensuring the quality of product. The Seller shall make available all applicable drawings / specifications / procedures / Statements of Work / any information required to satisfactorily perform the Inspections.

- h. **Optional Customer / DCMA Source Inspection** – GPP's customer and/or DCMA reserves the Right of Access to the Seller's facility to perform inspections of any/all work performed by Seller. In the event that GPP's customer / DCMA wishes to exercise its' right to perform Source Inspection GPP will provide three (3) working days notification prior to visit. The Seller shall make available all applicable drawings / specifications / procedures / Statements of Work / any information required to satisfactorily perform the Inspections.

11. Nonconformance's / Latent Defects / Corrective Actions

Nonconformance: A condition of any article, material, or service in which one or more characteristics do not conform to requirements specified in the contract, drawings, specifications, or other approved product description. Includes failures, discrepancies, defects, anomalies, and malfunctions.

Any departure from drawings, specifications or other purchase order requirements must be identified as nonconforming, segregated to the extent practicable, held for review by GPP and presented in writing to GPP Buyer / QA Manager within two (2) working days of discovery for evaluation and/or disposition. This notification is to include product that may have already been delivered to GPP. Dispositions and approvals will be provided in writing by GPP.

If nonconformance's are detected at GPP by Buyer / QA, GPP shall notify Seller and, at its' option, require written response to a Supplier Corrective Action Report (SCAR) issued by GPP. Identification of nonconforming product is not limited to GPP Receiving Inspection.

Seller shall establish a controlled, closed loop documentation technique for recording, reporting, determination of root causes for nonconformance's and maintain records of discrepancies and their dispositions. All records of Seller's nonconformance reporting and corrective actions shall be maintained and made available to GPP for review.

Nonconforming product returned to Seller and subsequently resubmitted to GPP shall bear adequate identification of such re-submission, either with the product or Seller's shipping documents. References shall be made to Seller's and GPP's rejection documents and satisfactory evidence given that the causes for rejection have been corrected and actions taken to prevent recurrence.

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12. Documentation Maintenance

Seller shall retain objective evidence of the quality of any items supplied (material certification, manufacturing, assembly, inspection, physical/chemical test reports, test and special process records and material certifications records) until directed otherwise by buyer.

a. Seven (7) Years - Seller shall retain objective evidence of the quality of the item supplied for a period of 7 years, (manufacturing calibration records, assembly, inspection, test, and special process records) and make available to GPP upon request.

b. Indefinite – Seller shall retain objective evidence of the quality of the item supplied until directed otherwise by buyer. Under no circumstances should these records be destroyed without the prior written approval of GPP. Records shall be made available to GPP upon request.

13. Configuration Control

Seller shall be responsible for controlling to parts/components manufactured to GPP/vendor drawings and GPP/vendor specifications to ensure that the end product meets configuration requirements. With each lot of parts or components shipped, Seller shall submit a configuration summary record. This record shall include the following:

- GPP Purchase Order number and applicable Change Order number.
- Drawing number, Revision Level and applicable Engineering Change Order.
- Part number, including Dash numbers.
- Part / Serial numbers or Lot numbers if applicable.

No Changes in Configuration are permissible without prior Written Approval from GPP.

14. Deleted

15. Deleted

16. Modifications

Hardware to be modified shall be status reviewed prior to modification. GPP shall be notified of all deficiencies / departures discovered during Sellers receiving inspection. The original GPP identification markings shall be retained.

17. Packaging

Sellers Quality Assurance organization shall be responsible for ensuring that the procured items are packaged in such a manner that the dimensional integrity is preserved, contamination and corrosion are prevented, and no physical damage occurs during transportation and delivery to GPP. Additionally, that packaging is in accordance with drawing, appropriate ASTM, MIL, or other applicable GPP / customer specified requirement.

18. Scrap Control at Seller's Facility

Seller shall provide objective evidence of an effective Scrap Control system when requested by GPP. This system shall include documentation to control all aspects of identification, traceability, segregation, and disposal of scrap hardware or raw material ensuring prevention of reintroduction of use for production. Scrap hardware or raw material may be used for non-production purposes (shop-aids, engineering evaluation units, etc.) with adequate identification / documentation / segregation and control requirements.