

QUALITY ASSURANCE REQUIREMENTS TERMS & CONDITIONS Rev. C

QUALITY ASSURANCE REQUIREMENTS: Each line of this order identifies numbered Quality Requirements. The seller shall review and fulfill applicable requirements numbered 1-9 for all orders, and any requirements numbered 10-13 when defined on the drawing, purchase order, and/ or any other control document, regulation, or agreement. Non-customer material or non-stock orders may be printed with no terms.

1. CERTIFICATIONS:

- 1.1 **CERTIFICATE OF CONFORMANCE REQUIRED:** The seller shall provide a signed certification of conformance for each shipment, to the drawings and specifications referenced for materials manufactured to ACC part numbers and described on ACC drawings, unless the material is common off the shelf (COTS) material referenced on the drawing for convenience. The certification may be worded as follows: "This is to certify that the parts/materials delivered per PO # _____ conform to drawing number _____ revision _____."
- 1.2 **MATERIAL/ SERVICE CERTIFICATION:** A signed certification for the materials used for Purchase Orders is required for materials or services ordered to specification or certified services. This requirement may be fulfilled by submitting signed material test reports, or in accordance with "2.2" below, as defined by an ACC drawing, supplier drawing, or other written requirement. The certification shall be worded in effect as follows: "This is to certify that all material delivered on this shipment conform to the following AN, MIL, NAS FED, etc. specification(s): _____." Sellers of calibration services or calibrated devices are required to provide certificates of calibration bearing traceability to the National Institute of Standards and Technology (NIST). Sellers of calibration services are also required to report devices' *as found* conditions.

2. REPORTS:

- 2.1 **FIRST ARTICLE INSPECTION REPORT (FAIR) to AS9102- Suppliers will provide AS9102 forms to the current rev from SAE if delivering the first production run, if the manufacturing of the part has lapsed for 2 years or more, if the means of production have changed, if required by contract or design data, or if otherwise required. Forms are available from www.sae.org.**
- 2.2 **MATERIAL OR FUNCTIONAL TEST REPORTS REQUIRED WITH SHIPMENT.** If applicable: The seller shall furnish material and functional test reports per applicable drawings and specifications with shipment per Purchase Order. Raw metal certifications must be linked to the material, either through the original indelible mill mark on the material, or by documentation of all sales of the material between the mill and the final seller to ACC.
- 2.2.1 **MATERIAL/ FUNCTIONAL TEST REPORT RETENTION REQUIRED:** If applicable: The seller shall maintain material and functional test reports applicable to this PO for a minimum of 10 years.

3. **SUBCONTRACTING:** The seller shall not subcontract the work performed per this PO to another source without prior written approval by ACC QA. ACC tooling may not be moved without prior approval of ACC. Sellers must use special process sources that

are approved by ACC customers, as required. Sellers must abide by ACC Customers' seller approval requirements, as identified in ACC Purchase Orders, Drawings, or other statements. Sellers are required to flow down to their sellers/subcontractors any applicable requirements in the sellers' purchasing documents, to ensure ACC customer requirements are communicated to all responsible sellers or subcontractors, including key characteristic requirements, as applicable.

4. **SPECIAL PROCESSES:** Sellers of special processes (those that cannot be fully verified by ACC) require the following additional controls (Applies to sub-tier suppliers as well):

4.1 Sellers of special processes are required to maintain registration to ISO 9001 (or sector schemes) or NADCAP accreditation, or similar certification within their scope of supplied services or provide evidence of compliance to section 4.2. ISO 9001 certification demonstrates such sellers either control processes in accordance with 8.5.1 (of ISO 9001:2015), or they possess appropriate inspection capabilities to fully verify resulting products within their scope of supply, or,

4.2 Absent certification to ISO 9001, NADCAP or similar accreditation, sellers are required to provide evidence of appropriate measurement capability. Otherwise, evidence of process validation per 8.5.1 (ISO 9001:2015) is required, or conformance to ACC procedures "ESD Work Instruction", "Soldering Work Instruction" or future procedures as applicable.

5. **COUNTERFEIT PARTS AVOIDANCE:** To mitigate the possibility of the inadvertent use of Counterfeit Parts, Seller shall only purchase authentic parts/components directly from original equipment manufacturers ("OEMs") and original component manufacturers ("OCMs") or through the OEM's/OCM's authorized distributors. Seller shall make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates traceability of the Parts to the applicable OEM/OCM. Purchase of Parts from independent distributors is not authorized unless first approved in writing by Buyer's duly authorized representative.

5.1 **ORIGINAL MANUFACTURER:** Warehouses and distributors must identify the original manufacturer of all components.

6. **DOCUMENTATION LANGUAGE:** All written materials must be in English or contain an English copy.
7. **MATERIAL CHANGES:** The material ordered on Purchase Orders may not be changed from the requirements and specifications in any way without written approval from ACC. Sellers are required to notify ACC of any changes in product and/or process definition. ACC management and/or affected ACC customer representative must review and approve proposed product/ process changes before they are implemented, as required by ACC customers.
8. **CURE DATE/SHELF-LIFE:** If applicable, the seller shall specify the cure date and/or shelf-life expiration date on the packing containers. Shelf life must be no less than 90% of total usable life unless otherwise approved by ACC by the delivery date.
9. **DOCUMENT DELIVERY:** All certifications, test reports, inspection records, FAA forms, and other supporting documentation for Purchase orders shall be delivered to ACC with the part delivery or by electronic means when approved by ACC or may be approved for ongoing retention and retrieval at the seller's facility upon verification of adequate document retention and retrieval processes- approval will be confirmed by ACC in writing (electronic or otherwise). When applicable, the e-mail subject line shall identify the

ACC PO number, part numbers, and manufacturers' lot numbers. E-mail attachments (scanned documents) shall be in ".PDF" or ".jpg" format. In addition to delivery of documents, all records will be maintained by the supplier for a minimum of ten (10) years.

10. **AUDIT:** The seller's facility is subject to evaluation by ACC representatives, ACC customers, and regulatory authorities for all facilities involved in the order and to all applicable records.

11. **SUPPLIER SELF-DISCLOSURE:**

11.1 **NON-CONFORMING MATERIAL:** Sellers are required to notify ACC of nonconforming product when it is discovered at sellers' locations or in cases where release to ACC has occurred. ACC management and/or affected ACC customer representatives must review and disposition such nonconforming product according to established ACC or customer procedures. MRB Authority is not authorized to suppliers, ACC retains all MRB authority.

11.2 **MANAGEMENT OR QUALITY CHANGES:** Suppliers must notify ACC of any Upper Management Changes, Ownership or Facility moves or changes, or any other significant impacts which may impact the business relationship and/ or the quality of the product.

12. **CORRECTIVE ACTIONS:** Sellers are responsible for taking Corrective Actions when ACC or ACC's customers flow down corrective action requirements, in cases when it is determined that sellers are responsible for root cause. Actions may be documented using ACC corrective action forms, ACC customers' forms, or seller forms, as appropriate. Sellers are required to respond to Corrective Action requests in a timely manner. Corrective Actions must demonstrate cause analysis, action implementation, and verification of action effectiveness. Should actions prove ineffective, alternate actions may be requested, or sellers may be disqualified from use.

13. **HAZARDOUS MATERIALS:** Seller is required to submit applicable material safety data sheets (MSDS).

14. **STAFF TRAINING AND COMPETENCIES:** The supplier shall ensure that employees are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior

These requirements shall be flowed down to sub-tier suppliers.

15. **LABOR LAW COMPLIANCE:** Seller certifies that the goods purchased hereunder will be manufactured and delivered in accordance with the Fair Labor Standards Act of 1938, as amended. Buyer is an "equal opportunity" employer and Seller shall, therefore, comply with the provisions of the President's Executive Order 11246, as amended, including Equal Opportunity Clause 41 CFR 60-1.4 and Affirmative Action Clauses for Vietnam ERA Veterans, Special Disabled Veterans, and Individuals with Disabilities 41 CFR 60-250 and 41 CFR 60-741; have a written Affirmative Action Program, have filed the Standard Form 100 (EEO-1) annually, and comply with all related regulations, of the Department of Labor.