

AS9100 SUPPLIER FLOWDOWN REQUIREMENTS

As a Supplier to Proformance Manufacturing, Inc. (PMI), you agree to comply with the additional terms and conditions listed below with respect to any product or services provided to PMI if any such product or service relates to any aviation, space, or defense application, project or any request for quote, purchase order or similar document issued by PMI contains any reference to the AS9100 standards. The terms and conditions listed below are in addition to and are deemed to be an integral part of PMI's standard terms and conditions of purchase (QMF 45).

1) Calibration System. All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard.

2) Special Processes. Supplier shall provide certifications for all special processes and nondestructive test results performed with each shipment. The certificate shall identify the processor, process used, controlling specification & revision, and the results of test or measurement performed. Supplier used shall be a PMI and/or Customer approved source for said Processes. These include operations subject to process controls such as: coating, joining, heat treating, cleaning, non-destructive test, etc. The Supplier shall be approved as per above to perform specific required Special Processes, or use Special Process vendors acceptable to PMI and PMI's customer.

3) Workmanship Quality. Manufactured product shall be free from burrs, and sharp edges.

4) Control of Drawings & Specifications. The Supplier shall ensure that the drawings and specification are the relevant revision status specified on the Purchase Order. The Supplier shall comply with any special requirements requested by PMI regarding the control of drawings and specification i.e. ITAR compliance.

5) Material Substitution. Unauthorized material substitutions are not permitted without PMI written consent.

6) Reporting Discrepancies. Discrepancies, omissions, and the need for clarifications or interpretations of any nature encountered by Supplier in respect of furnished drawings or engineering data will be brought to the attention of PMI for resolution.

7) Quality/Inspection System. Supplier shall maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.

8) Changes in Process, Product or Location. Supplier shall notify PMI of intended or actual changes that may affect the quality of delivered goods and services. This includes: Changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes, or Natural Disasters. Quality data and/or approved design data to be available in the English language.

9) Certificate of Conformance. Supplier's acceptance of PMI's purchase order certifies that the materials and processes supplied under the purchase order shall be or have been controlled and inspected in accordance with PMI's purchase order and they meet the specified order requirements, referenced specifications and drawings. Supplier must provide a Certificate of Conformance for all orders and lots, verifying that all products and lots meet those requirements. All products and lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance.

10) Counterfeit Parts. The Supplier shall certify that only new and authentic materials are used in products or goods delivered to PMI and that the products/goods delivered contain no Counterfeit Parts.

11) Right of Access. PMI, its customers, and regulatory authorities shall be granted the right of access to all Supplier and sub-tier Supplier facilities and records involved in fulfilling the Purchase Order requirements to ensure conformance with the requirements.

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12) Foreign Object Debris/Damage. Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks.

13) Record Retention. Supplier shall maintain records of inspections, tests, and process controls called for by this contract. Unless specified elsewhere in contracts or attachments, these documents shall be on file, stored and protected in such a manner that they remain legible, readily identifiable, and readily available to PMI for no less than 10 years.

14) Supplier Corrective Action. Supplier shall, on request, provide statements of corrective action on nonconformities or failures of Supplier's goods or services. If PMI's supplier evaluation identifies a supplier with a scrap/rework rate that exceeds 10% of their PMI purchase orders; a corrective action can be issued.

15) Letter of Disclosure. When a nonconformance is determined to exist or is suspected to exist on goods and/or services provided to PMI under this Contract, Supplier shall provide written Post Delivery Notification Letter or Letter of Disclosure.

16) Nonconforming Products and Materials. Supplier shall obtain PMI's prior written approval with respect to the disposition of any nonconforming products or materials supplied, that does not meet engineering drawing or documents under contract or Purchase Order. In the event that nonconforming materials are present, and the materials are deemed acceptable or useable by the Supplier, it is still the responsibility of the Supplier to inform PMI so that a determination can be made for the use of said materials.

17) Packaging and Handling. As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration and physical damage during shipment. Electrostatic sensitive product shall be pack in an ESD protective bag. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified.

18) Ethical Behavior. Suppliers are expected to develop, implement and maintain effective policies and training programs to ensure their employees are aware of the importance of ethical behavior, as well as their contribution to product or service conformity and product safety.

19) Flowdown to Sub-tier Suppliers. Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference.

20) Confidentiality. Suppliers shall hold all information received from PMI in confidence and no third party request for information will be authorized unless approved, in writing, by PMI.

21) ITAR/Export Requirements. The Code of Federal Regulations 22 CFR International Traffic in Arms Parts 120 thru 130 apply to all items on this order that meet the requirements of 22 CFR 120. When the PMI Contract or Purchase Order defines that the product being purchased is for a military program or is being developed for a military program the supplier shall ensure they are in full compliance with ITAR requirements. The export, re-export, transfer of any documents to any other company, entity, person, or destination, or for any use or purpose other than that for which the documents were provided by PMI, or our customer, is prohibited without prior written approval from PMI, or our customer, and authorization under applicable export control laws. All documents are confidential and proprietary to PMI, or our customer.