

General Quality Clauses/Terms and Conditions

GENERAL

Suppliers are responsible for compliance to all stated **General and Specific Quality Clauses** and all California Specialty Painting (CSP) Purchase Order Requirements. You (the supplier) must be willing to identify and manage your entire supply chain. It is your responsibility to ensure that all your subcontractors used in the entire manufacturing process meet CSP's requirements. The supplier is responsible to flow said quality clauses down as applicable to their suppliers.

The following General Purchase Order Quality Assurance Clauses and Specific Quality Clauses, with their terms and conditions, are an integral part of the Purchase Order. All changes must be in writing, no verbal communication accepted. Shipments will not be considered completed and invoices will not be honored until all requirements are fulfilled.

These General Quality Clauses are incorporated as part of all CSP Purchase Orders unless otherwise stipulated by CSP's Quality Manager or Production Manager. Other or additional Quality Clauses may be stated on the Purchase Order. In case of conflict, the order of precedence is as follows:

1. California Specialty Painting's Purchase Order
2. Specifications or Electronic Files
3. This document number **D-SQC-001 Rev. C**

1. FLOW-DOWN REQUIREMENTS

By accepting and performing work against this Purchase Order, the Supplier agrees to ALL requirements listed on this Purchase Order. The Supplier also agrees to flow-down all documents listed on this document, **Terms and Conditions D-SQC-001 Rev. C**, to the lowest sub-tier supplier in writing.

2. QUALITY CONTROL SYSTEM

The Supplier shall maintain a quality system that, at minimum, complies with ISO 9001.2000 Quality Management Systems requirements or AS/EN/JISO 90110 Quality Management Systems- Aerospace requirements. Third-party registration by an accredited registrar is preferred. Contractors declaring compliance to the requirement with no formal accredited registration may require review.

3. FINAL ACCEPTANCE

Final acceptance will be based on CSP's inspection and testing results at destination.

4. SPECIAL HANDLING REQUIRED

Any samples and parts sent to the Supplier's facility for processing may be easily damaged. Handle with care to prevent damage during processing and packaging

5. RECORD RETENTION – 10 YEARS

The Supplier is required to maintain on file all records pertaining to the completion of this order for a minimum of 10 years. The supplier may elect to send a copy of these records to CSP in lieu of this storage requirement. Supplier is to notify CSP 30 days prior to destroying any records.

6. PURCHASE ORDER CONFLICTS

In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, please contact the CSP Buyer for resolution.

7. AUTHORIZATION TO SHIP EARLY

You are authorized and encourage to ship the items referenced on this Purchase Order line as early as possible. NO OVER-SHIPMENT ALLOWED Over-shipments against this Purchase Order are expressly prohibited. If the Supplier wishes to ship extra components than the number required, contact the Buy for authorization prior to shipping. **Additionally, the Supplier is required to notify CSP of any late shipments and any issues that may result in a late shipment.**

8. SUPPLIER DEVIATIONS/WAIVERS

Items not in conformance with the requirements of the Purchase Order, CSP specifications, and industry standards referenced therein, or that cannot be corrected through continuation of the original manufacturing process or by rework, shall not be submitted to CSP without prior written approval.

9. NOTIFICATION OF DELIVERY OF NONCONFORMING MATERIAL

In the event the supplier/ special processor determines that material previously delivered to CSP was or is suspect of being defective, the CSP Purchasing representative shall be notified immediately with sufficient detail for CSP to isolate, investigate, and disposition.

10. RIGHT OF ACCESS

CSP (the Buyer), the Buyer's Customer, and/or representatives of the Government or any Regulatory Agency reserve the right to review or inspect your quality control and/or manufacturing systems or processes during the performance of this Purchase Order. BY accepting the Purchase Order, you (the Supplier) agree to allow entry to representatives of CSP (the Buyer), the Buyer's customer, and/or representatives of the Government or any Regulatory Agency to perform this review or inspection

11. PACKAGING

Packaging must be adequate to ensure parts are suitable wrapped, boxed, or racked to protect against shipping damage or corrosion.

12. DOCUMENT CHANGE CONTROL

The supplier shall maintain adequate controls to ensure product revisions incorporated to Purchase Orders are implemented in a timely manner.

13. CERTIFICATE OF COMPLIANCE

The Supplier shall submit with each shipment, a Certificate of Conformance stating products shipping against this Purchase Order are in compliance with the Purchase Order requirements. **Supplier must retain objective quality evidence for 10 years** from date of shipment. Distributors must include name of manufacturer or verification unless parts or packages are clearly marked with manufacturer's name or logo. The certificate shall include, as minimum:

- A. Name and address of the Supplier.
- B. CSP Purchase Order number and revision, if applicable.
- C. Date the Certificate of Conformance was issued.
- D. Part number, description and revision letter.
- E. CSP Customer part number and revision, if referenced on the Purchase Order.
- F. Specification, number and revision letter of each process, including type, grade, class, and acceptance criteria.
- G. Quantity of parts (to include quantity accepted/rejected/lost).
- H. Signature and title of Supplier's authorized Quality Agent.
- I. Any information referencing any deviations required by the engineering drawing/model and/or specification must be referenced on the certification.
- J. Lot number, heat number etc., as applicable.
- K. Shelf Life and Expiration Date.**
- L. When parts are serialized, serial numbers must appear on the certification.

14. FOREIGN OBJECT CONTROL REQUIREMENTS

All materials, parts and assemblies will be protected from the intrusion of foreign objective debris, defined as: a substance, debris, or article alien to the system or product that would potentially cause damage. Foreign object damage is any damage attributed to a foreign object that can be expressed in physical or economical terms that may or may not degrade the product's required safety and/or performance characteristics. The Supplier shall develop and implement a documented Foreign Object/Foreign Object Damage/Foreign Object Debris Prevention Program guided by National Aerospace Standard 412, Foreign Object Damage/ Foreign Object Debris (FOD) Prevention.

15. SPECIFIC AUTHORITY APPROVAL REQUIREMENTS

In the event authority approval requirements apply to this purchase order, such requirements will be defined in the purchase order or other associated CSP correspondence or documentation.

Specific Quality Clauses

16. INSPECTION/TEST REPORTS

Each shipment must be accompanied by a legible and reproducible copy of reports of actual results identifiable with inspection/test parameters and products submitted. These reports must contain the signature and title of the authorized representative of the agency performing the test and must ensure conformance to the specified requirements. The inspection/test reports must also be traceable to the Purchase Order and/or the items referenced.

17. SOURCE INSPECTION- CSP

CSP personnel must inspect all items covered by this Purchase Order at your facility prior to shipment. This will include surveillance of the Supplier's procedures and facilities. The Supplier shall, at no cost to the Buyer, furnish the necessary facilities and equipment, supply data, and perform tests as required by applicable drawings, specifications, and inspection instructions. *When requesting source inspection, you must call the CSP buyer at least forty-eight (48) hours in advance.

18. SOURCE INSPECTION- CSP'S CUSTOMER/GOVERNMENT

Source inspection by CSP's Customer/Government is required prior to shipment from your plant, immediately notify the Government representative who normally services your plant and the CSP buyer of the planned inspection date. On receipt of this order, promptly furnish a copy of the Purchase Order to the Government representative who normally services your plant, or, if none, contact the CSP buyer immediately.

19. SOURCE INSPECTION- CSP'S CUSTOMER/GOVERNMENT

If this is the first time this part number is delivered to CSP, the supplier is required to submit a copy of a completed and signed AS9102 First Article Inspection Report (FAIR) form or equivalent, with the first shipment. Changes to the engineering drawing or the Supplier's manufacturing process, relocation of equipment, physical relocation of the facility or an interruption of the manufacturing of the part exceeding 18 months will require a Delta FAIR. Otherwise, the completed and signed AS9102 FAIR form or equivalent is required to be on file at the Supplier's facility for those parts references on the Purchase Order. A copy of the FAIR may be required to be provided to CSP at any time at no extra cost. FAIRS are not required on commercial off the shelf items (nuts, bolts, wire, piece parts). Any assembly or kit, regardless if it is a COTS or catalog item requires a First Article Inspection Report.

20. LIMITED SHELF LIFE

If this is A LIMITED SHELF LIFE ITEM, the **Supplier shall ensure that at least 90% of the items shelf life is remaining upon receipt**. The Supplier shall ensure that containers are plainly and legibly marked as the contents, expiration date, and any warnings, precautions, instructions and storage conditions. Certification for shelf life and conditions is required to be shipped with this order.

21. COUNTERFEIT PREVENTION:

External Providers of California Specialty Painting shall make every effort to prevent against any counterfeit materials or materials of an unknown origin, or materials whose origin cannot be certified in the manufacturing and supply of their products to California Specialty Painting.

22. ETHICAL BEHAVIOR:

External Providers of California Specialty Painting shall insure that all entities involved in any commercial supply transaction with California Specialty Paint shall be trained with respect to procedures and accountabilities for product nonconformity, product safety, and ethical behavior as it pertains to their business activities with California Specialty Painting.