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Quality Assurance Clauses

Applicable Quality Assurance Clauses are referenced on the Purchase Order

Clause 1 Quality System Requirements

- A.) Sampling procedures, when used must comply with ANSI/ASQC Z1.4 or ANSI/ASQC Z1.9 (latest revision) or equivalent and must have an Accept on Zero plans.
- B.) The supplier must maintain a "Lot Control System" and traceability records as applicable. Multiple lots supplied against this PO in a single shipment must be segregated and identified. Packaging, labeling, and certifications must clearly indicate individual lot quantities.
- C.) Supplier must have a documented quality system. ISO 9001 or AS9100 qualification preferred. Positronic may approve alternate equivalent.
- D.) The supplier is required to notify Positronic immediately if non-conforming product was inadvertently shipped to Positronic.
- E.) The supplier is not allowed to ship non- conforming product dispositioned as USE AS IS or repaired without prior approval from Positronic.
- F.) The Supplier is required to flow down to all sub- tier suppliers all applicable requirements in the purchasing documents, including Key Characteristics on applicable drawing(s).
- G.) Verification of Purchased material by the supplier at a sub tier supplier's facility does not absolve them from providing acceptable material. Such material must be submitted and accepted to standard inspections and testing by Positronic.

Clause 2 Certification

The supplier shall provide with each shipment Certificate of Conformance signed with an original signature and title of signer for the total quantity in the shipment. **NOTE** the supplier must certify to all applicable requirements of A thru E.

- A.) If special processes are required (heat treat, plating etc.), the certification must reflect the applicable specification, revision and list the special processes certification.
- B.) If special inspection processes are required (magnetic particle/penetrate inspection, x ray etc.) (1) The certification MUST indicate the quantity in the lot, quantity inspected and the inspection results or (2) A test report with the applicable information must accompany the certification. NOTE: X ray film when applicable must be forwarded to Positronic for evaluation.
- C.) Chemical and or mechanical properties when shipping raw materials such as ferrous and non-ferrous metals, aluminum castings, rubber and adhesives are required (1) The certification must reflect chemical analysis and/or (2) The information must be on a separate report accompanying the certification.
- D.) Drawings that have Supplementary Quality Assurance Provisions/Quality Assurance Requirements (SQAP/QAR). (1.) The certification requirements of the SQAP/QAR will be met and the test data will be supplied with each shipment or (2) The certification will have a statement, such as, "The material supplied in the shipment has met the requirements of the SQAP/QAR (number), all applicable data is on file and will be made available on request.
- E.) Certification requires (if applicable) proof of qualification for special processes performed by qualified personnel.



Clause 3 Right to Access by Positronic Government/Customer/Regulatory Authorities

All material covered by this purchase order is subject to surveillance inspection by POSITRONIC, GOVERNMENT CUSTOMER, REGULATORY AUTHORITIES. This requirement may include surveillance of the product or the supplier's Quality System, procedures and facilities. The supplier shall provide access to all facilities and equipment, supply data and perform test as required by the applicable drawings, specifications and inspection instructions under the surveillance of Positronic Quality Assurance Representative,

GOVERNMENT/CUSTOMER and REGULATORY AUTHORITIES, as requested. The surveillance inspection will be requested in advance in writing by Positronic.

Clause 4 Source Inspection (On Site)

Material covered by this purchase order is subject to inspection at the supplier's facility by Positronic, Government or Customer prior to shipment. The supplier shall furnish the necessary facilities and equipment, supply data and perform test as required by the applicable drawings, specifications and inspection instructions under the surveillance of Positronic Quality Assurance Representative, as requested. A five-day notice must be given to Positronic buyer as to when the material will be ready for inspection to allow for scheduling of source inspection.

Clause 5 First Piece Inspection

First Piece (Qualification) is required on the first lot produced against this Purchase Order. This inspection will be performed by the supplier in accordance with AS9102 current revision. All supporting documentation including raw material certification must be supplied with the first shipment. The first piece inspection must meet all of the requirements of the purchase order. Once the first lot is accepted the supplier shall make NO CHANGES to the process or material used without written authorization from Positronic.

The First Piece Inspection will need to be resubmitted if any of the following events occurs.

- 1. A lapse in production for more than 2 years.
- 2. Supplier changes sub-tier suppliers, processes, inspection methods, location of supplier's facility, tolling or materials that can potentially affect form, fit or function.
- 3. A natural or manmade event which may affect the manufacturing process.
- 4. A changed in design affecting the form, fit or function of the part.
- 5. A change in numerical control program or translation to another media.

Clause 6 Dimensional Samples

A dimensional sample of the material produced against this purchase order is required prior to production. Inspection of this sample will be arranged by the Positronic buyer. Forgings and castings: A sample cast from each cavity (unless otherwise specified) will be produced and inspected by the supplier. The dimensional report, along with the sample(s) will be submitted to Positronic Quality Assurance for inspection and approval. The production run will not commence until approval has been given by Positronic. Positronic may, at their discretion OPT to witness the inspection of these samples at the supplier's facility. Notification to Positronic buyer is required prior to the fabrication of the samples. Once approval has been given, the supplier shall make NO CHANGES to the process or material used without written authorization from Positronic.

Clause 7 Supplier Furnished Inspection and Test Data

A copy of the supplier's actual recorded inspection and test results for the material produced against the purchase order must be provided to Positronic for the product delivered for each shipment. The data must comply with the requirements of the applicable drawing and/or specification. The data recorded must have positive identification with the product being supplied with that shipment.

Clause 8 Tool, Gage and Measuring Equipment

The supplier shall maintain a system that will ensure adequate controls over all tools, gages, measuring and testing equipment that will be used for product acceptance in accordance with ANSI/NCSL Z540.3 or equivalent (this includes a system for periodic recall for calibrations). Calibrations must be traceable to the National Institute of Standards and Technology (NIST). Calibration will be to manufacturer's specification unless specified. NOTE tools, gages, measuring and testing equipment supplied by Positronic must be maintained in accordance with that system as well.

Clause 9 Government/Customer Source Inspection (On Site Inspection)

OBSOLETE – Incorporated into Clause 04 on 04/09/15.

Clause 10 Government/Customer/Regulatory Authorities Surveillance

During the performance of this order the supplier's Quality System and manufacturing processes are subject to review verification and analysis by authorized Government/Customer Representatives and Regulatory Authorities.

Clause 11 No Change Clause

Supplier shall make no change in design, manufacturing or assembly processes or source of supply, after approval of the first production test item or after acceptance of the first completed test item without written approval of the buyer.

Clause 12 Shelf Life Materials

The Date of Manufacture and Shelf Life Expiration Date shall be clearly marked on the item and/or packaging adjacent to batch/lot number identification. Eighty percent of the Shelf Life is required upon receipt.

Clause 13 Material Certification

The supplier shall furnish certification for the materials used in the process. In addition, supplier's Certificate of Conformance will reflect products were manufactured/processed using this material.

Clause 14 Lot/Date Code Control

Components must be supplied in one lot and must have a date code within a 12 month period. The date code shall be recorded on the certificate of conformance.

Clause 15 Quality Records

- A) Quality records shall be maintained in a manner to ensure they remain legible, readily identifiable, and are easily retrievable. Quality Records shall be maintained for a period of no less than 15 years from the date of purchase. Said records shall be available for review by Positronic, Positronic's customers, and/or any applicable regulatory authorities upon request. Disposal of records shall be done in a manner that shall prevent reconstruction.
- B) The commodities/fechnical data shared with the supplier are controlled under the United States Export Regulations and may not be exported to a foreign person, either in the U.S. or abroad, without the proper authorization of the U.S. Department of State or the U.S. Department of Commerce. Please contact Positronic Industries, Inc. for commodity classification and jurisdiction.

Clause 16 Counterfeit Materials

The supplier will be able to verify authenticity of items supplied to Positronic Industries, Inc. and will conform to governing standards. Seller shall not deliver products that contain counterfeit items (such as, but not limited to software, material and electrical/mechanical parts/ assemblies). SAE AS5553 provides guidance for counterfeit prevention.

Clause 17 Mercury Exclusion

The supplier's product must be free of mercury contamination when possible. The supplier shall take every precaution to ensure that products supplied are "Mercury Free". If products supplied do contain mercury, it *shall* be noted on the certification. This requirement *shall* be flowed down to the supplier's subcontractors.

Clause 18: Obsolescence Management

The supplier shall monitor the life cycle status and availability of parts and/or materials. Parts/material determined to be unavailable or identified as "unavailable for new designs" shall be reported to the buyer within seven working days of obtaining this designation.

Clause 19 RoHS Compliance

Materials will not contain any substances above the acceptable maximum threshold according to Restriction of Hazardous Substances (RoHS) Directive 2002/95/EC and subsequent revisions, except where applicable exemptions are indicated.

RoHS Compliance must be stated on the packing list or the certificate of compliance.

Clause 20 REACH Compliance

Materials will not contain Substances of Very High Concern (SVHC) above the acceptable maximum threshold according to the latest version of Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) https://echa.europa.eu/candidate-list-table . REACH compliance must be stated on the packing list or on the certificate of compliance.

Clause 21 Dodd-Frank Compliance (Conflict Minerals)

Conflict Minerals Declaration: Shipments made against this purchase order shall be consistent with the Dodd-Frank Section 1502, to ensure that the products and components in our supply chain do not contain minerals where the mining and sale of may contribute to the funding of conflict and the abuse of human rights in the DRC and adjoining countries. Suppliers may be required to complete and submit a Conflict Minerals Reporting Template (CMRT), latest revision, on an annual basis. Conflict minerals are defined as cassiterite (for tin), wolframite (for tungsten), coltan (for tantalum), and gold-ore.

Clause 22 Acceptance Authority Media

Supplier shall comply with 14CFR Acceptance Authority Media (AAM) Requirements.

Clause 23 ITAR

Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR)

and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Purchase Order.