

## Purchase Order Quality Clauses (POQC)

**QUALITY CLAUSES** Only the clauses spelled out on the face of the Purchase Order (PO) shall apply. If the seller/supplier cannot meet any applicable term(s), the seller/supplier shall notify the responsible Tur-Bo Jet Products (TBJ) Buyer immediately. Any exception to any of the PO quality clauses must be accepted, approved, in writing, and signed by the responsible TBJ Buyer and Quality Manager or designee.

**Q1 RIGHT OF ENTRY:** TBJ and its customers reserve the right to review, verify and participate in the contractor's Quality Assurance systems and associated manufacturing processes, including inspection and testing of any work to products related to this contract at the supplier's premises.

**Q2 QUALITY SYSTEM REQUIREMENTS:** Supplier shall maintain a Quality Management System in compliance with AS 9100/9110/9120 or ISO 9001 (current revisions). Suppliers providing calibration and/or testing services shall maintain a Quality Management System in compliance with ISO 17025 (current revision). The system shall be subject to review and approval at all times.

**Q3 CERTIFICATION OF CONFORMANCE (C of C):** Unless otherwise specified by PO or Contract, the supplier shall submit with each shipment an adequate Certification of Conformance. Suppliers are responsible for all Purchase Order requirements including but not limited to Terms and Conditions, Quality Clauses, Referenced Documents, Standards and Specifications, Special Processes, Packaging and Shipping Requirements, etc.

The Certificate of Conformance shall contain at a minimum:

- Purchase Order Number
- Part Number
- Revision level
- Lot / Batch Number
- Serial numbers when applicable
- Specification number when applicable
- Name and title of authorized supplier's representative
- Date and Signature of authorized supplier's representative

**Q4 FIRST ARTICLE INSPECTION REPORT (FAIR):** The supplier shall perform a First Article Inspection Report (FAIR) in accordance with AS/EN/SJAC 9102, Aerospace First Article Inspection Requirement. The supplier shall perform a full FAI when any of the following events occurs;

- A drawing / BOM change/revision that affects fit form and functionality of the part or assembly
- A change in manufacturing location, manufacturing sources, processes, tooling or materials
- A two (2) year lapse in production or as specified by the applicable Purchase Order

A partial (delta  $\Delta$ ) First Article must be acceptable under next conditions:

- A drawing / BOM minor change/revision that did not affect fit form and functionality of the part or assembly

Tur-Bo Jet Products reserves the right to conduct surveillance of the supplier's FAIR, this could include in-process inspections that could occur during supplier's FAIR performance. When a FAIR surveillance is required, supplier will be notified by TBJ purchase department that will provide the Quality Assurance contact at TBJ. Supplier must coordinate with TBJ Quality Assurance department to schedule FAIR surveillance. Supplier shall make available to TBJ Quality Assurance the following:

- Applicable Design Data
- Applicable Documents such as Purchase Order, material and/or process certifications, Acceptance Authority Media including inspection plans and manufacturing records
- Applicable Material Review Board Actions
- Applicable Concessions or Deviations

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**Q5 INSPECTION REPORTS:** Inspection reports are required with delivery of the material covered by this PO. These reports shall include dimensional data for all characteristics including critical items and key characteristics and shall reference the part number, revision level, serial number (if required) and PO number.

**Q6 RAW MATERIAL AND/OR SPECIAL PROCESS CERTIFICATIONS:** Supplier shall provide certifications for raw material and special processes used in the manufacture of the products or material purchased by TBJ. Unless otherwise stated in the Purchase Order all special processes shall be certified to the current (latest) revision as to the date of this order. Submittal of certification is required for FAI acceptance. All purchased raw material and special process certifications must be readily retrievable and shall include the following information as a minimum.

- Part Number and PO Number
- Applicable material, test, special process specification, description, alloy and condition
- Revision of special process was performed to
- Results of test analysis, physical properties, chemical analysis and applicable lot number(s).

**Q7 CERTIFICATE OF COMPLIANCE TO DFARS REQUIREMENTS:** When invoked in the PO the supplier shall submit with each shipment a Certificate of Compliance to the requirements of **DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals; DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals** and **DFARS 252.225-7010 Specialty Metals Compliance Certificate**. The certificate shall reference contract (PO) number, supplier's name and address, TBJ part number, revision, part name, manufacturing lot number, serial number if applicable and quantity certified. The certificate shall be dated and shall bear the signature and title of an authorized supplier's representative.

**Q8 PHYSICAL, CHEMICAL, MECHANICAL TEST REPORTS:** A copy of actual Physical and/or Chemical test reports for each lot, batch or heat are required with each delivery of the material covered by this PO. These reports shall be validated and signed by an Authorized Representative of the Supplier's Quality Department.

**Q9 TEST REPORTS:** Functional and/or qualification test results listing all parameters tested and actual readings taken during these tests are required with the delivery of the material covered by this PO. These reports shall reference the part number, revision level, serial number (if required) and PO number.

**Q10 LIMITED SHELF LIFE MATERIAL CERTIFICATIONS:** For each delivery of materials that have a limited or specified shelf life, the seller shall furnish the following data;

- Cure or manufacture date
- Expiration date or shelf life
- Lot or Batch Number
- Shipping Date
- When applicable, any special storage and shipping requirements/handling procedures to be followed
- Material Technical Data (TDS) and Safety Data (MSDS) Sheets shall be provided with the material shipment when applicable

**Note:** For each delivery of limited shelf life material require a minimum of 80% shelf life remaining upon shipment from seller's facility.

**Q11 RECORDS RETENTION:** The supplier shall retain records as a means of objective evidence of compliance to Purchase Order Requirements of items supplied (manufactured, fabricated, assembly, inspection, test, special processes, etc.) for a minimum of eleven (11) years, or as otherwise indicated on the Tur-Bo Jet Purchase Order. All records shall be maintained in a manner to prevent deterioration. Records shall be subject to examination by TBJ or its Customers. Copies of these records shall also be available upon request.

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**Q12 CALIBRATION CONTROL:** The supplier shall control the Calibration of all Measuring and Test Equipment against Certified Measurement Standards, traceable to the NIST. The Calibration Control System shall conform to the latest revisions of specifications ISO 10012 (latest) revision and ANSI/NCSL Z540-1 or equivalent.

**Q13 ESD CONTROLS:** Products and materials considered to be electrostatic sensitive devices must be checked for ESD and shall be enclosed in ESD protective material when delivered to TBJ. ESD label indicating the contents contain electrostatic sensitive devices shall be used.

**Q14 FOREIGN OBJECT DAMAGE (FOD) ELIMINATION:** Sellers are required to establish and maintain a FOD prevention program which meets the intent of SAE AS9146.

The suppliers are responsible for ensure that FOD prevention program is clearly defined, and training is provided abroad entire organization.

The suppliers are responsible for ensure that these requirements are flow down to their sub-tier suppliers to ensure all products are provided free of FOD.

**Q15 REPORT OF DISCREPANCY:** Discrepancies and departures from drawing and specifications applicable to the material ordered must be reported to TBJ's Purchasing department for authorization prior to shipment. Upon authorization, the discrepant condition shall be documented on TBJ's QSF 48 Supplier Deviation – Waiver Request. Discrepant material submittal shall include corrective/preventive action statements and objective evidence of the corrective actions to be implemented.

**Q16 CORRECTIVE ACTION:** Supplier shall, on request, on forms designated by TBJ, provide statements of Corrective/Preventive Action on failures of supplier's hardware. Corrective/Preventive Action statements, at TBJ's option, may require approval signature by TBJ Quality and/or Government Quality representatives. All rejected articles resubmitted by supplier to Buyer shall bear adequate identification including reference to TBJ's rejection document.

**Q17 NO CHANGE CLAUSE:** Supplier shall make no changes in design, materials, manufacturing location, manufacturing processes, inspection/test planning or sources of supply, after buyer's acceptance of the first production test item or after acceptance of First Article Piece (first completed end item), without the written approval of TBJ. The supplier shall perform a full or partial Delta ( $\Delta$ ) FAI when changes to the above occurred.

**For Electrical Components: Approval of TBJ is not required** for the supplier to make changes in the source of component parts which are classified as "**Passive Components**" so long as such supply source changes do not affect form, fit, quality, reliability or safety of the end item.

**Q18 DESIGN AND SPECIFICATION CHANGES:** Design and specification changes that were communicated through **verbal instructions or red-lined drawings** shall not be adapted by the supplier, unless authorized by advanced written notice by TBJ or through a PO change.

**Q19 FLOW DOWN TO SUB-TIER SUPPLIERS:** The supplier's Quality System shall assure all relevant PO requirements are flowed-down to their sub-tier suppliers. The supplier's sub-tier suppliers are responsible to comply with the same specifications and requirements specified on this PO.

**Q20 SOURCE INSPECTION:** Source inspection shall be conducted at the Supplier's facility or where designated in the applicable PO prior to shipment. The Supplier shall contact the TBJ Buyer prior to the start of fabrication so that mandatory inspection/test points can be agreed upon. Supplier shall be available, and present upon request documented evidence of inspection test performance including in-process and/or final test. Required documentation for shipment must be completed and signed by the Supplier's Authorized Quality Representative.

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**Q21 CUSTOMER WITNESS:** A representative of the TBJ's customer may witness any required inspections or test without affecting the TBJ's exclusive right to give direction to the Supplier or to accept or reject any procedure, test data or article.

**Q22 OVER/UNDER SHIPMENTS:** Over/Under shipments are allowed for RAW MATERIALS only. Over shipments of Raw Materials must not exceed 3% (percent) of the specified ordered quantity. No over/under shipment is allowed for Metal parts or Machined Commodities.

**Q23 RETURN OF DISCREPANT MATERIALS:** Return of discrepant materials to suppliers shall be handled with high priority to minimize delays in TBJ production schedule and maintain customer commitments. Suppliers shall have five (5) working days to provide authorization to return discrepant materials from date of initial request by TBJ Buyer or designee. If after the five (5) working days, the supplier has not provided an authorization, the discrepant materials shall be returned in the most expeditious way either by FedEx Red, UPS Red or express courier service at suppliers' expense.

**Q24 ITAR/EAR COMPLIANCE:** Information furnished to seller under this purchase contract may contain data subject to International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to supplier or supplier's lower-tier suppliers, without the prior written consent of TBJ and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, supplier shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from suppliers' failure to comply with ITAR or EAR or any other U.S. laws and regulations concerning export control.

**Q25 MATERIAL LOT TRACEABILITY:** All items manufactured under this purchase order shall be traceable to raw materials used. Traceability and inspection records shall be available upon request by TBJ or customer representatives.

Identification of raw materials used, shall include, as applicable, but not limited to, the following types of information - lot number, material type, specification, heat number, etc. In any case, supplier shall record sufficient identification information to adequately identify all materials and their origin in such a manner that full traceability of raw materials used is included.

**Q26 RESTRICTION OF HAZARDOUS SUBSTANCE (RoHS):** Certification must be provided that materials delivered against this order are RoHS Directive 2002/95/EC compliant. This statement must include, as a minimum, purchase order number, part identification, revision, serial, lot or batch number (if applicable), and quantity. RoHS restricted materials include lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB) or polybrominated diphenyl ethers (PBDE). Compliance to the RoHS Directive shall be documented on the C of C.

**Q27 QUALIFIED PERSONNEL:** Personnel conducting or performing processes as stated per purchase order requirements shall be trained, qualified and determined competent to perform processes as specified. Evidence of qualifications shall be made available to TBJ on request.

**Q28 TEST SPECIMEN FOR INDEPENDENT MATERIAL VERIFICATION, if applicable:** The seller shall furnish test specimens to TBJ as required by the drawings/specifications applicable to the purchase order. Specimens shall be identified with the Purchase Order number, melt number, heat treat number, batch number and alloy identification, as applicable.

**Q29 SUSPECT/COUNTERFEIT ITEMS (S/CI):** The seller shall establish a process, using AS6174 and/or AS5553 as guidelines, to maintain effective controls to prevent the introduction of suspect or counterfeit items (S/CI) into TBJ. A suspect item is one in which there is an indication by visual inspection, testing, or other information that it may not conform to established Government or industry-accepted specifications or national consensus standards. A counterfeit item is a suspect item that is a copy or substitute, without legal right or authority to do so, or one whose material, performance, or characteristics are knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.

- Seller shall only purchase products directly from the Original Component Manufacturer (OCM)/Original Equipment

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Manufacturer (OEM), OCM/OEM authorized distributor chain, Aftermarket Manufacturer, or Authorized Reseller. These products shall have verification that Work is traceable to OCM/OEM; OCM/OEM authorized distributor chain, Aftermarket Manufacturer, or Authorized Reseller that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Supplier.

- The seller shall maintain a method of traceability that ensures tracking of the supply chain back to the manufacturer of all <MATERIAL> being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the material for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.”
- Seller shall notify TBJ Buyer, in accordance with corrective/preventative action, with the pertinent facts if seller becomes aware or suspects that it has furnished Counterfeit Work. Seller shall provide, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the seller.
- Sellers eligible for utilization of the Government-Industry Data Exchange Program (GIDEP) shall utilize the GIDEP process to alert the industry of encountered counterfeit parts.

**Q30 SAMPLE INSPECTIONS AND STATISTICAL TECHNIQUES:** Where the supplier utilizes sample inspection plans or other statistical techniques, these shall be statistically valid and submitted to TBJ for approval prior to use.

**Q31 DELETED.**

**Q32 DELETED.**

**Q33 DELETED.**

**Q34 MERCURY FREE CERTIFICATION:** Supplier shall certify that the product or material supplied to TBJ is free from Mercury contamination. If Mercury (Hg) is a component of Supplier's processes, please contact the TBJ Buyer for direction. The item(s) and materials furnished by the supplier must be free of Mercury. In addition, Mercury must not come into contact with the product during any activity outsourced by supplier including fabrication, special processing, and shipment. The following verbiage must be added to the certificate of conformance when this clause is specified. ***“All items, supplied on this order/contract, are free of Mercury contamination.”***

**Q35 ACCESS TO RECORDS:** TBJ reserves the right to access records at the PO holder, or its sub-tiers involved in the manufacture of this product. The Supplier shall make the records available within 48 hours, or 2 business days, of the request for access.

**Q36 DEFENSE PRIORITIES AND ALLOCATION SYSTEMS (DPAS) RATING:** This order is a DPAS rated order certified for national defense use. The supplier is required to follow the provisions set forth in the DPAS Regulations (15 CFR 700). There are two levels of priority for rated orders established by the DPAS, identified by the rating symbols “DO” and “DX”. All DO rated orders have equal priority with each other and take preference over unrated orders. All DX rated orders have equal priority with each other and take preference over DO rated and unrated orders.

**Q37 CUSTOMER APPROVED SOURCES FOR CONTROLLED PROCESSES, if applicable:** When required by the contract or purchase order, sources performing controlled special processes shall be customer approved. The customer approval shall be current as to the life of the purchase order.

**Q38 NADCAP CERTIFICATION FOR SPECIAL PROCESSOR, if applicable:** When required by the contract or purchase

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order and/or the customers, Suppliers performing special processes are required to be NADCAP accredited.

**Q39 SPECIFICATIONS TO THE LATEST REVISION:** All material or equipment under this contract or purchase order must comply with such specifications current as of the date of this order. Should the specifications of any material listed be revised prior to shipment, Supplier, by first obtaining written consent of a TBJ representative, may furnish such material or equipment in accordance with the revised specifications.

**Q40 CONFLICT MINERALS:** When required by the contract or purchase order, the supplier shall comply with the requirements of Dodd-Frank Act 1502 and shall disclose their use of conflict minerals that originated from the countries listed in the Dodd-Frank Act 1502 provisions.

**Q41 PRODUCT SAFETY AND ETHICAL BEHAVIOR:** Supplier shall ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

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TABLE OF REVISIONS				
Rev.	Date	Modified by	Sections	Changes
11	01/15/2018	Rodolfo Hernández	Q2 Q3 Q4 Q6 Q11 Q14 Q31, Q32 and Q33	QMS Requirements to align with AS9100 Certificate of Conformance First Article Inspection Report to align with AS9102 Raw Material and Special Processes Certifications Records Retention to 11 years Records Retention from 7 to 11 years FOD requirements to be in compliance to NAS412 and OASIS iaqg SCMH section 3.4.2. Deleted
12	09/04/2018	Rebekah Gondek	Q2 Q29	Added requirements for calibration and testing providers. Added reference to AS6174 and/or AS5553
13	09/27/2018	Rebekah Gondek	Q7, Q8, Q17, Q28, Q37, Q38	Editorial changes
14	12/06/2018	Rebekah Gondek	Q 41	Added Quality Clause to address Supplier contribution to product safety, product conformance and ethical behavior.
15	07/20/2020	Karla Sanchez	Q14	Updated reference to SAE AS9146 (Superseding NAS412).
16	06/27/2022	Pathy Medrano	Q4 Q6 Q12	Removed Delta FAIR requirement due to 1y lapse, not per AS9102. Removed Record Retention for suppliers already included on Q11. Removed specification revision. Editorial changes and updated company logo.