



### **SUPPLIER QUALITY REQUIREMENTS (Q-Clauses)**

The following Q Clauses are a requirement of the procurement document when expressly specified by clause number.

#### **Q-1. GENERAL QUALITY ASSURANCE REQUIREMENTS (A through P)**

##### **A. RIGHT OF ACCESS**

The buyer and buyer's customer, and their customers, or any applicable regulatory agency will have the right to enter the supplier's facility to perform inspection or ensure compliance to the contract. VTI maintains the right of access by Vinyl Technology personnel, our customer, our regulatory authorities, to the applicable areas of all facilities, and at any level of the supply chain, for the purpose of auditing the maintenance activity relevant to the Purchase Order.

##### **B. QUALITY SYSTEM: AS9100 and/or ISO9001**

The Supplier's Quality System should conform to the requirements of ISO 9001 or AS9100. Third party registration by an accredited Registrar will be accepted as proof of compliance and/or approved by VTI.

##### **C. AMMENDMENTS**

Changes to the requested purchase orders or processes, activities that can affect the outcome of the product are to be communicated with the organization

##### **D. RESPONSIBILITY FOR CONFORMANCE**

Supplier shall be responsible to furnish an item that conforms to the requirements of the procurement document. Neither surveillance, inspection and/or test made by Buyer or applicable Government Authority at either Supplier's or Buyer's facility, nor Supplier's compliance with all applicable procurement quality requirements, shall relieve Supplier from being responsible.

Supplier shall control sub-tiers procurements to the extent necessary to ensure quality requirements specified in the procurement document are satisfied.

##### **E. BUYER SURVEY, SURVEILLANCE, AUDITS AND INSPECTION**

Buyer has the right to conduct surveys, audits and surveillance of Supplier facilities, and those of Supplier sub-tiers with prior coordination with Supplier, to determine capability to comply, and to verify continuing compliance, with the requirements of the procurement document.

Buyer has the right to perform inspection at Supplier facilities and those of Supplier sub-tiers with prior coordination with Supplier, during the period of manufacturer and inspection prior to shipment. Final inspection, and acceptance, shall be performed at the Buyer facility, unless otherwise specified in the procurement document.

##### **F. DOCUMENTATION**

Buyer may refuse to accept item if Supplier fails to submit as certifications, documentation, test data or reports specified by the procurement document.

##### **G. NONCONFORMING MATERIAL**

The Supplier is responsible to inform Buyer of product that does not conform to requirements of the procurement documentation. Any decision to accept any nonconformance (variance from Buyer drawings and specifications), detected at Supplier facilities, must be made by Buyer unless otherwise specified by the procurement document. Shipment of any non-conforming item shall be accompanied by Buyer approved document.

If Nonconforming product has already been shipped, (escaped), the Supplier must inform Buyer within from learning/ having knowledge of the escape. Supplier shall provide for identification, control and segregation of non-conforming material detected at Supplier.



#### **H. NOTIFICATION OF CHANGE**

Supplier shall not use nor relocate any production, manufacturing, and/or processing facilities to differ from previous approval by Buyer, during performance of work specified in the procurement document, without previously notifying Buyer and affording Buyer an opportunity to examine such facilities for compliance with procurement Quality requirements.

Supplier shall notify Buyer when a significant change in management or ownership has occurred.

Supplier shall not change any drawing, process, material (including sub-tiers' parts), or procedure without prior Buyer written approval, if such drawing, process, material, or procedure was previously approved by Buyer as provided for in the procurement document. Supplier shall not change any process, material or procedure from that used to qualify any item or which was used by Supplier to become a qualified source for Buyer specification/drawing, without Buyer written approval.

#### **I. INSPECTION RECORDS**

Supplier shall maintain records of all inspections and tests performed on any item delivered to Buyer. These records shall identify any non-conformance and shall be made available for Buyer review.

#### **J. SAMPLE INSPECTION**

Supplier may use sample inspection plans, when tests are destructive, or when the records or inherent characteristics of the product indicate that a reduction in inspection/testing can be achieved without jeopardizing product quality. Sample inspection shall be in accordance with the applicable Buyer specification. When not specified by Buyer, military or a recognized standard sampling plan may be used. Buyer approval is required for sample inspection plans other than military or a recognized standard prior to their implementation. In the event that sampling is used as a means of product acceptance, the sampling plan is justified on the basis of recognized statistical principles and appropriate for use (Example ANSI/ASQ Z1.4). Products inspected by a sampling plan must use acceptance number Zero; i.e. accept on Zero defects & reject on  $\geq 1$  defect.

#### **K. CALIBRATION**

Supplier or its subcontractor shall be responsible for validating the accuracy and stability of tools, gauges and test equipment used to demonstrate that any item conforms to the requirements specified by the procurement document in accordance with MIL-STD-45662A, ISO 17025, or ASNI/NCSL-Z540-1. The standards used shall be traceable to the National Institute of Standards and Technology (NIST).

#### **L. CALIBRATION LABS**

Calibration suppliers are required to calibrate the equipment in such a manner to assure traceability to NIST.

#### **M. FLOW DOWN OF REQUIREMENTS**

Supplier shall flow down all applicable product, regulatory, and quality requirements including requirements for traceability, documentation, and software) to the Supplier's sub-tiers. Supplier is responsible for ensuring and validating the compliance of the Supplier's sub-tiers and maintaining documented evidence.

#### **N. CORRECTIVE ACTION REQUEST**

When a quality problem exists with any Supplier item, Buyer may forward a "Corrective Action Request" to Supplier, requiring timely response (as stated on the Corrective Action Request), that shall include the following information: containment action, analysis of the cause of the problem, statement of the action taken to prevent recurrence and the effectiveness of the actions taken.

#### **O. TEST SPECIMENS**

Test specimens for lab analysis is required for design approval unless otherwise specified. The specimens shall be from the same lot, batch, or heat of material and shall have been processed with the represented parts. Specimens must be identified as to which process lot they represent.

#### **P. COUNTERFEIT PARTS**

Supplier shall supply new and authentic parts. Distributors shall purchase parts directly from the Original Component Manufacturer/Original Equipment Manufacturer. (OCM/OEM) or through the OCM/OEMs authorized distributor.



**Q. FOREIGN OBJECT DEBRIS (FOD) PREVENTION**

Suppliers are required to have in place a FOD Prevention Program. An effective FOD prevention program identifies potential problems, corrects negative factors, provides awareness, effective employee training, and uses industry “lessons learned” for continued improvement. FOD prevention program signs help with the prevention, detection, and removal of FOs in FOD sensitive areas

**R. CONTRIBUTION AND ETHIC**

The Code of Ethics of VTI is a code of conduct towards our environment. It relies on honesty, integrity, justice and protection. A conflict of interest arises when personal interests affect or are likely to affect the objectivity of the choices, decisions or acts of an employee or corporate officer of the VTI relative to the interests of VTI. For example, a conflict of interest may arise when an employee or corporate officer or a member of his family hold a personal interest, directly or indirectly, in a vendor, a customer or a competitor of VTI. Conversely, the Business Ethics of VTI do not accept that employees or corporate officers ask for or receive, directly or indirectly, from customers, intermediates or vendors any gift, donations or favors which might compromise their impartiality or their ability to take independent decisions. Also, the Business Ethics of VTI do not accept that employees or corporate officers promise, offer or receive, directly or indirectly, gifts, donations or any other favors to/from a public officer with the intention that this person undertakes or refrains from undertaking any act falling within its duties

**Q-2. CERTIFICATE OF CONFORMANCE (COFC)**

Supplier shall furnish a Certificate of Conformance with each delivery attesting that each item of hardware and/or software conforms to all requirements of the Buyer's specification and purchase order and that all required test and inspections have been performed.

**RoHS**

Deliverables supplied under this purchase order must be RoHS compliant to the latest RoHS directive. Certificate of RoHS compliance is required with each shipment.

**EU REACH Requirements CoC**

All materials and products delivered on this Purchase Order (PO) require a Registration, Evaluation, Authorization and Restriction of Chemicals [Regulation \(EC\) No 1907/2006 — ENISA \(europa.eu\)](http://europa.eu) [CH] (REACH) Certificate of Compliance (CoC) declaring that the product being delivered is compliant with the European Union (EU) REACH regulation (EC) No 1907 (Ref. JIG-101, Ed 4.0), possessive of the Substance of Very High Concentration (SVHC) list, unless authorized in writing otherwise.

**Q-3. CONTROL OF RECORDS**

Supplier shall Control Records that provide evidence of product conformity to requirements a minimum of 10 years after final delivery or otherwise specified by the procurement documentation. These records shall be made available to the Buyer upon request.

**Q-4. TRACEABILITY**

Supplier shall in the performance of this order, provide and maintain a system of traceability on all material and components. The Supplier's system shall effectively control serial numbers, lot numbers, or other suitable methods for ensuring the traceability of material delivered to Buyer.

**Q-5. SHELF LIFE**

Supplier shall provide time sensitive products with more than **80% of the shelf-life remaining** from the date of manufacture. Supplier will identify the date of manufacture on the C of C.

**Q-6. FIRST ARTICLE INSPECTION**

Supplier shall perform a First Article Inspection Report (FAIR) in accordance with AS 9102 of one item from the first production lot, or as required by the Buyer. The FAIR shall consist of recorded actual drawing, specification values, and/or requirements (dimensional, test data, processes, drawing notes, etc.) and may be documented on the drawing or on a separate report form.



**Q-7. CERTIFICATE OF ANALYSIS**

When Buyer specification requires test data to be recorded during performance of acceptance testing, a copy of the recorded data, showing evidence of Supplier inspection and verification of conformance, shall accompany shipment of items to Buyer. Data shall meet the format requirements of Buyer specification and, as a minimum, be identified with:

- Buyer procurement document number and applicable change notice number.
- Part number.
- Type of test performed.
- Lot number, serial numbers, and/or codes of items tested.
- Total quantity tested, quantity accepted and quantity rejected.
- Any codes, keys or other information necessary to interpret Supplier data.

**Q-8. SOURCE INSPECTION**

Items procured under this P.O. may be subjected to source inspection or surveillance by Buyer, prior to shipment. Supplier shall furnish suitable facilities and equipment necessary to perform the required inspection, at no cost to Buyer. Supplier shall notify Buyer at least 48 hours in advance of subject material being available for source inspection and shall hold shipment pending necessary action by Buyer. Final acceptance of material will be at Buyer's facility. Evidence of source inspection must accompany each shipment whenever source inspection is actually performed.

**Q-9. GOVERNMENT SOURCE INSPECTION**

Government Source Inspection may be required prior to shipment. Upon receipt of this order, promptly furnish a copy of this order to the Government representative who normally services your facility so that appropriate planning for Government Inspection can be accomplished.

**Q-10. BERRY AMENDMENT**

Supplier must be compliant to the Berry Amendment, 10 U.S.C. 2533 a, and 48 CFR 225.7002-1 through 225.7002-3.

**Q-11. CONTROL & MONITORING OF SUPPLIER'S PERFORMANCE TO BE APPLIED BY VINYL TECHNOLOGY**

VTI will rate suppliers based on Quality and On-Time delivery. Suppliers that have an OTD rating of 80% or higher and a quality rating of 95% or higher are considered to be performing satisfactorily and will not be subject to further evaluation for the period under review. Suppliers that fail to perform in these areas may receive corrective action or be subject to further evaluation.

**Q-12. DISASTER RECOVERY PLANS**

**Suppliers should prepare contingency to reasonably protect VTI supply of product in the event that a supplier's facility cannot continue to operate due to a catastrophic event (e.g. utility interruptions, fire, flood, storm damage, temporary or limited data loss, chemical spills, air/water contamination, earthquakes, tornados, hurricanes, storm surges, complete data loss). Plans should be reviewed on a frequent basis to ensure that the contingencies listed are still valid.**

**Q-13. CALIFORNIA TRANSPARENCY**

The California Transparency in Supply Chains Act requires manufacturers doing business in the state of California to disclose their efforts to eradicate slavery and human trafficking from their direct supply chains. All suppliers to VTI are required to certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business

**Q-14. AWARENESS**

Suppliers shall ensure persons performing work on current product are aware of: - their contribution to product or service conformity - their contribution to product safety - the importance of ethical behavior

**Q-15. COMPETENCE**

Supplier is responsible to make sure that its employees are competent in the activities that are being performed as per the issued purchase order

**Q-16. DELEGATION AUTHORITY**

Delegation for verification and approval of test report/chemical analysis content is applied to all suppliers of raw materials and services which generate such reports. **VTI delegates the supplier to validate any test report generated by a third party.** Acceptance of this purchase order indicates acceptance of these responsibilities



**Q-17. CONFLICT MATERIAL**

The supplier is responsible to assure the compliance and controls over any product as provided for VTI, or manufactured for VTI is processed, inspected, controlled and shipped in such a manner to assure the integrity of the product and safety of the product is properly controlled as per the defined VTI's requirements

**Q-18. MATERIAL OBSOLESCENCE**

Supplier shall notify VTI at least two (2) years in advance if Supplier anticipates discontinuing the manufacture of any of the materials or spare parts. Supplier shall make discontinued material and spare parts available for five (5) years after the material or spare parts are discontinued by: 1. Finding an acceptable source to provide the discontinued material or spare parts to buyer, or 2. Finding a substitute for the discontinued material or spare parts which is acceptable to VTI, or 3. Carrying an inventory of the material or spare parts as required to support VTI, or 4. After exhausting the above alternatives, providing VTI with the opportunity to make a last-time buy after allowing VTI a reasonable time to assess its needs

**Q-19. COSMETIC INSPECTION**

100% cosmetic inspection on surface finish is required to ensure its full achievement to the drawing requirement and free from scratches, nicks, dings, and the completion of this task shall be confirmed on the COC

**Q-20. ITAR**

When ITAR orders are communicated to the supplier; the supplier has the responsibility to control such orders and maintain documented information International Traffic in Arms Regulations (ITAR) compliance applies to all Suppliers of parts with any potential to be used in Military Applications. Any purchase order, quote, specification, print/document may contain TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. SEC. 2778- 2780). VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DOD DIRECTIVE 5230.25 ASSIGNMNT OF NON-US PERSONNEL. In order to assist VTI with the compliance with US security and Export requirements, Seller shall not assign any persons who are not United States Citizens or aliens granted permanent residency in the United States to work on projects or supply the material covered under any purchase order without first obtaining VTI written approval, which approval shall not be unreasonably withheld. Seller shall be responsible for ensuring that all personnel it assigns to this work on behalf of Buyer has all the appropriate and current licenses and State Department approved documents necessary to perform the work. Seller shall produce such records at any reasonable time upon VTI request. If Seller is not sure whether or not the products they provide fall under the ITAR category they are responsible for getting with Buyer and ensuring compliance. In accordance with ITAR/EAR requirements, all visitors to our facility may be subject to a background check