



SUPPLIER QUALITY REQUIREMENTS

The requirements stated herein shall be flowed, as applicable, to all areas and levels of the Seller's organization and supply chain. Company representative signature of acknowledgement and acceptance of these Quality Requirements via 843-F2 is required by Spearman Corporation.

Quality Requirements: Bolded and Underlined quality requirements apply to all Spearman Corp. purchase orders (p/o). All other Quality Requirements apply to Spearman purchase orders based on the type of work performed. Unless written exception is granted by Spearman Corp., acceptance of the P/O is agreement of all Bolded and Underlined Quality Requirements and those applicable to the type of work performed.

Configuration/Revision Status: Unless otherwise indicated on the Spearman P/O, all purchased materials, parts, and services shall be to the latest active engineering revision level, including active applicable engineering departures (such as PSDs & SPEOs).

Counterfeit Parts: Hardware & Material supplier(s) shall put into place a documented program to avoid, detect, mitigate and disposition counterfeit parts and materials. Suppliers should utilize and reference AS-5553 and AS-6174 for guidance. Suppliers shall also flow down counterfeit parts program requirements to their sub-tiers.

1. INSPECTION SYSTEM REQUIREMENTS:

The Seller shall provide and maintain an inspection system in conformance with Specification AS9100, ISO-9001, or D6-82479, Appendix A or other Quality System approved by the Quality Manager.

2. CONFIGURATION STATUS and CONTROL OF CHANGES:

Seller shall notify Spearman Corp. in writing, when a difference in product or process configuration (drawing, parts list, specification, etc.) is identified. If the Spearman Corp. purchase order does not specify the configuration status, then the latest configuration shall be used and the as built/processed configuration shall be indicated on the seller's certificate of conformance or applicable shipping documentation.

Seller agrees not to make any change in materials or design details or other product which would affect the part or any component part thereof without prior written Buyer approval. The Seller will identify, on the Statement of Conformance and/or packing sheet, the as built revision level of the end item product being delivered.

3. SUPPLIER CORRECTIVE ACTION:

Seller shall, on request, on forms designated by Buyer, provide statements of corrective action on failures of seller's hardware or quality system. Corrective action statements, at Buyer's option may require approval signature by Buyer and Government Quality representative. All rejected articles resubmitted by seller to Buyer shall bear adequate identification including reference to Buyer's rejection document.

4. RIGHT OF ENTRY:

(1) The seller shall grant right of access to the buyer, their customer and regulatory authorities to the applicable area of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

(2) The right to verify at the seller's premises that subcontracted product conforms to specified requirements. Such verification shall not be used by the seller as evidence of effective control of quality by the supplier.

5. SHELF LIFE AND TEMPERATURE SENSITIVE MATERIALS:

The Seller shall identify all materials and articles which have definite characteristics of quality degradation with age or environment. The Seller shall affix this information directly on the material container or article. This identification shall indicate the date useful life was initiated and the date or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include the storage condition (i.e., temperature, humidity, etc.) required to achieve the stated life. A minimum of 75% of the applicable material/article shelf life shall remain upon receipt of the material by Buyer or the material is subject to rejection and returned to the seller.

6. PACKAGING:

Unless otherwise specified by the item drawing, specification or purchase order, the seller is responsible for assuring that all items are delivered without damage or deterioration and are efficiently and economically packed for the method of transportation and type of handling involved.

7. MATERIAL SAFETY DATA SHEETS:

Materials(s) noted on this purchase order must be supplied in accordance with OSHA's hazard communication standard 29CFR1910-1200, OSHA instruction CPL2-2.38 dated August 5, 1985 and Washington State codes 296-62-05413 a "Materials Safety Data Sheets". Materials not received in compliance with aforementioned OSHA requirements and Washington State codes will be subject to immediate rejection and return at supplier's expense. In addition, if Seller is aware of any additional precautions and/or handling techniques instituted with regard to other customers, you are requested to submit those safeguards with MSDS. Send a Toxic Substances Control Act (TSCA) certification letter to the Buyer for the product(s) purchased on this purchase order with the statement that every chemical component of the product(s) is listed by the Toxic Substances Control Act Inventory (P.L. 94-94-969).

8. IDENTIFICATION:

Parts, assemblies and components shall be identified as specified on the engineering drawing. When identification is not specified on the engineering drawing, the product shall be identified with the part number specified on the purchase order. When items are too small to easily identify, they may be bagged and tagged. Raw material procured to Federal, Military, Aerospace or other specification shall be marked and identified per the requirements of the identification specification which is referenced in the controlling (i.e. Federal, Military, Aerospace, etc.) specification.

9. CALIBRATION SYSTEM REQUIREMENTS:

Seller shall have a calibration system that assures compliance to standards that are traceable to the National Institute of Standards and Technology (NIST). Any deviation or waiver to this requirement must be approved by buyer's Material and Quality Assurance Representatives.

10. STATEMENT OF CONFORMANCE:

The Seller shall certify that the product delivered conforms in every aspect to the contractual and technical requirements of the Purchase Order, engineering drawings(s), specifications and standards referenced therein. Where required by the Buyer purchase order, inclusive of all documents referenced therein, parts, materials and processes have been procured from approved sources. The Statement of Conformance document shall be signed by a representative of the Seller.

SHIPMENT DOCUMENTATION:

(1) Each shipment by the Seller shall be accompanied by a Statement of Conformance in accordance with the above.

(2) When the items or the items contained within an assembly, sub-assembly or detail part on this Purchase Order are supplied by a distributor, a copy of the Statement of Conformance from the true manufacturer must accompany each shipment.

11. MATERIAL TEST REPORTS:

A material test report for raw material(s) is required and shall contain the following:

- Name/number of the specification with which the material is in compliance.
- The lot, batch, heat lot or other traceable destination (i.e. purchase order number, invoice number etc.).
- The reports shall contain the actual test results and or indicate the percentage of each element that makes up the chemical and or physical properties of the raw materials(s).
- A statement of conformance to the applicable specification.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the test report, unless verified and validated by the buyer Quality Assurance Representative at the Sellers facility.

12. CERTIFIED TEST DATA:

Certified Test Data is required and shall contain quantitative test results versus quantitative requirements and permissible tolerance(s) for values measured and shall indicate factual information necessary to demonstrate conformance to the requirements reflected on the engineering drawing governing specification or purchase order.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the test report, unless verified and validated by the Buyer Quality Assurance Representative at the Sellers facility.

13. APPROVED PROCESS REQUIREMENTS:

Special processes (i.e. testing, heat treat, nondestructive testing, etc.) when required by the process specification and/or purchase order must be performed by Nadcap, D1-4426, or customer directed sources. The Seller is responsible for assuring that the processing source has in their possession a current customer approval of their process capability for the processes to be performed, prior to their performing the process.

The supplier shall provide written notification to Spearman Corporation upon loss or suspension of certification.

SHIPMENT DOCUMENTATION:

Each shipment must be accompanied by a legible unaltered copy of the certification from the processing source demonstrating compliance with the specification for the processes performed and that the processor is/was approved by the customer to perform the processes at the time the product was processed. If this certification is verified and validated by a Buyer Quality Assurance Representative at the Sellers facility, it may be retained by the Seller.

14. FIRST ARTICLE INSPECTION:

The Seller shall perform First Article Inspections when required by P/O and/or AS9102. The results of the FAI shall indicate 100% conformance to engineering drawing characteristics, special processes, functional test and laboratory requirements. Subsequent FAI's shall be performed under the conditions:

- Engineering changes (configuration changes affecting form, fit and/or function) require a Delta FAI for those characteristics affected by the change.
- If major changes are made in the Sellers method of manufacturing, a Delta FAI shall be performed for those characteristics affected by the change.
- As required by AS9102.

SHIPMENT DOCUMENTATION:

A copy of the Sellers FAI report shall be sent with each initial shipment of a part number configuration to Buyer.

15. NONCONFORMANCE:

The supplier shall not perform rework/repair operations without prior written approval from Spearman Corporation. Failure to comply with this requirement will result in the supplier bearing full responsibility and the associated costs for resulting nonconformities.

Any nonconforming product shall be clearly identified and separated from the conforming product.

Any departure from drawing specifications or other purchase order requirements must be documented by the Seller and submitted to the Buyer prior to commencement of work, disposition (if approved by the design authority) will be provided in writing with clear disposition instructions.

NOTE: Approval to ship nonconforming product does not absolve the supplier of responsibility for the nonconforming condition.

SHIPMENT DOCUMENTATION:

A copy of this disposition document must accompany all parts in each affected shipment to Buyer.

15.1 REPORT OF ESCAPE:

The Seller upon discovery of a shipment / delivery of nonconforming product must provide a notice of disclosure to the Buyer within 48 hours of discovery. This disclosure at a minimum shall include the Spearman Corporation purchase order, affected product, clear description of the non-conformance, any lot numbers affected, quantities and dates of product shipped.

16. TRACEABILITY & LOT CONTROL REQUIREMENTS:

Outside Processing / Machining: At a minimum, the supplier is required to maintain lot traceability of product and materials used for this purchase order. Traceability of materials provided by Spearman Corporation is required throughout all phases of manufacturing and processing. Spearman Corporation's lot identification is provided within the Purchase order as the Job Number. The supplier is required to maintain any "as received" part specific identification (e.g. FAI part, serialization, etc.) throughout all stages of production and shipping to Spearman Corporation.

Hardware Distribution / OEM: Each lot shall be traceable back to the manufacturer's lot number. Unless otherwise indicated on the purchase order, multiple lots may be provided. However, where multiple lots are provided, the supplier shall segregate and legibly mark them with the manufacturer's lot number.

Raw Material Distribution: At a minimum, the supplier is required to maintain lot traceability of product and materials shipped for this purchase order. Each lot shall be traceable back to the heat lot.

17. CERTIFICATION REQUIREMENTS:

All certifications shall be traceable to the product submitted. The supplier shall furnish with each delivery of product, all material and processing test reports and other related documents issued by the supplier or by the supplier's approved sub-tier source. These documents must demonstrate the chain of ownership beginning with the source of manufacture and ending with Spearman Corporation. Clear connections between the documents are required (e.g. lot identification, batch identification, etc.).

The supplier shall include with the shipment a signed statement indicating that the delivered product is in compliance with the applicable requirements of the purchase order and/or contract.

All certifications shall be legible and in the English language and as a minimum shall include:

- A- Name and address of supplier and/or sub-tier source(s)
- B- Part number and revision
- C- Spearman Corporation Purchase Order Number
- D- Quantity processed and/or delivered
- E- Lot and/or batch number
- F- Certifications issued by supplier's sub-tier sources shall include information and data required by (A), (B), (C) and (D)
- G- For distributors, the specifications of the material / parts provided (including revision, type, class and grades as applicable)
- H- For suppliers of processes, the specifications performed including the revisions thereof (including type, class and grades as applicable)

Suppliers are required to furnish certifications to Spearman Corporation that were issued by their Sub-tier source and shall reference the material/processing certifications on their shipping documents upon delivery.

Shipments of hardware shall include certifications provided by the original manufacturer of the hardware.

All corrections to supplied certifications must be clearly and neatly executed. Each correction shall be signed and dated by an authorized individual. Manual corrections shall preserve the legibility of the original information by drawing a single line through the information to be corrected.

SHIPMENT DOCUMENTATION:

Shipping documents shall identify the lot/batch or serial number, as applicable, for all items in the shipment.

18. SUPPLIER RECORDS:

The Seller shall maintain quality records, including traceability, throughout all stages of manufacturing. Witten consent from Spearman Corporation is required prior to destruction of quality records associated with Spearman Corporation purchase orders.

19. KEY CHARACTERISTICS:

The Seller shall maintain applicable statistical control charts for key characteristics identified by the customer drawings.

SHIPMENT DOCUMENTATION:

A copy of the key characteristics statistical control charts must accompany all items in the shipment to Buyer.

20. Digital Product Definition:

Seller shall develop and maintain comprehensive documented DPD processes and/or procedures in compliance with Boeing D6-51191, that assures integrity of product engineering and/or tooling, and configuration is maintained throughout the supplier's QMS from receipt of DPD data through creation of derivatives to product acceptance and process improvement.

21. SOURCE INSPECTION:

When government source Inspection is required by contract, Spearman Corp. will flow this requirement down to our suppliers. This requirement (source inspection) allows a government inspector to enter your facility to conduct source inspections on Spearman Corp. contracted parts.

22. Foreign Object Damage/Foreign Object Debris Control Program (FOD)

The supplier shall establish, document and maintain a FOD prevention program. NAS412 may be used as a guide to establish and implement the program. The supplier shall flow down this requirement to sub-tiers.

| Rev | Date | Section | Summary of Change(s) | Authorization |
|-----|----------|---|---|---|
| A | 03/24/16 | All | New document control number. Separated from the terms and conditions document. | Director of Quality Signature on File |
| B | 04/15/16 | 4 9 17 | Updated right of entry to include any level of the supply chain. Added NIST Changed from 7 to 10 years for record retention. | Approval of indicated changes only. Quality Manager Signature on File |
| C | 10/14/16 | 1 15.2 19 | Changed D6-82479 Appendix B to appendix A Obsolete section Removed Specs | Approval of indicated changes only. Quality Manager Signature on File |
| D | 12/9/16 | Bolded Sections | Added general statement of application (paragraph 1) and denoted required Quality Notes from optional based on work statement scope. | Approval of indicated changes only. Quality Manager Signature on File |
| E | 2/27/17 | 19 20 21 | Revised Quality Requirements 19 for flow-down of D6-51191. Removed Quality Requirements 20 Argon / Helium Gas. Renumbered 21 Source Inspection to number 20. | Approval of indicated changes only. Quality Manager Signature on File |
| F | 6/14/19 | Title 13, 15, 15.1, 16, 17, 18, 22 | Revised/Added counterfeit section, quality requirements, renumbered accordingly. Changed title from Quality Notes to Supplier Quality Requirements Re-numbered document to align with AS9100D | Approval of indicated changes only. Quality Manager Signature on File |