Address: 425 Smith Street Farmingdale, NY 11735



Phone: (516) 944-9882 **Fax:** (516) 944-8522 **Website:** www.auscoinc.com

PURCHASE QUALITY CLAUSES

1. CERTIFICATE OF CONFORMANCE

Supplier shall submit a Certificate of Conformance (C of C) written in English with each shipment, certifying that the articles shipped have been manufactured to/and or are in conformance with all applicable drawings, specifications and purchase order requirements. The C of C must be signed by a supplier authorized representative (Electronic signatures are acceptable)

2. PURCHASE ORDER NUMBER

Purchase Order number must be included on all packing lists, invoices, and Certificates of Conformance.

3. REVISION LEVEL

Ausco drawing controlled articles supplied shall conform to the requirements of the revision level specified on the purchase order.

4. FOD / DAMAGE / CLEANLINESS

Build to print and special process parts shall be handled and packaged to exclude any part to part contact during manufacture, processing, and shipment to prevent any damage (Nicks, Dings, Scratches, etc.) Any supplied part / component shall be clean and free of any FOD or debris when received at Ausco. FOD / Damage / Cleanliness issues are cause for rejection.

5. **FOD PREVENTION PROGRAM** Build to print and special process parts suppliers shall maintain a documented Foreign Object Debris/Damage (FOD) Prevention Program to prevent foreign objects from being introduced into or permitted to remain on any deliverable part or assembly.

6. METALLIC RAW MATERIAL OR BUILD TO PRINT PART

In addition to a Certificate of Conformance, each shipment to Ausco shall include a Certified Material Test Report (including Metallurgical and Physical Analysis) for the material.

7. SPECIALTY METALS

All raw materials classified as Specialty Metals as defined in DFAR 252.225.7008 shall have been melted in the United States or a qualifying country as defined in the DFAR 225.003. Purchased parts and/or assemblies ordered to an Ausco drawing and manufactured using specialty metals shall require that the country of origin be recorded on the Certificate of Conformance.

8. TRACEABILITY

Suppliers shall maintain an item level traceability system that ensures tracking of the supply chain back to the manufacturer (OEM).

9. COUNTRY OF ORIGIN MARKING

Every article of foreign origin (or its container) imported into the United States shall be marked in a conspicuous place as legibly, indelibly and permanently as the nature of the article (or container) will permit.

10. COUNTERFEIT DETECTION

Suppliers shall prevent the delivery / use of counterfeit parts. Suppliers shall give immediate notification to Ausco Quality should they detect or suspect counterfeit parts/materials that they may have previously supplied. Notification shall include all pertinent traceability documentation.

11. SPECIAL PROCESSES

The supplier performing special processes shall list the specification number and revision level performed on the parts and supply a copy of the certification of conformance with the shipment.

12. FLOW DOWNS

As required, supplier shall flow down any applicable Ausco purchase order requirements (including Ausco Customer Requirements) to their sub-tier suppliers.

13. USE OF DESIGNATED / APPROVED SUB-TIER SUPPLIERS

Supplier shall only use sub-tier supplier(s) that are designated on the purchase order or have documented approval by Ausco. Approval requests should be directed to Ausco Purchasing.

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14. COTS / CATALOG PARTS

Catalog or COTS parts from a distributor or Original Equipment Manufacturer (OEM) shall identify the original manufacturer of the items and include the OEM's C of C along with distributors C of C, as applicable. These certifications shall have traceability to part number, lot number, date code and purchase order, as applicable.

15. AGE CONTROL

If material ordered has an age limit specified it shall require the supplier to identify the age limit information on the product labeling. All elastomer products (o-rings, seals, etc.) purchased shall identify the items applicable cure date on the shipping document or C of C and product labeling. The material shall have at least 80% of its shelf life left prior to shipment, unless otherwise specified by Ausco.

16. INSPECTION / ACCEPTANCE DATA

All materials and articles shall be new, unless otherwise specified and all material, workmanship and conformance to requirements stated on the purchase order and applicable technical documents shall be subject to inspection and approval by Ausco Inc. When specified, the supplier shall submit a copy of variable and/or qualitative acceptance data, as defined on the Ausco purchase order with every shipment.

17. AS9102 FIRST ARTICLE INSPECTION

Provide a First Article Inspection Report (FAIR) as per AS9102 requirements with applicable shipments. Applicability of shipment(s) that require a FAIR (or Delta FAIR) are defined in the AS9102 specification. This clause applies to Build To Print parts only, it does not apply to COTS or catalog items.

18. TEST SPECIMENS

As required on the purchase order, supplier shall supply test specimens.

19. MATERIAL REVIEW BOARD (MRB) AUTHORITY

The supplier does not have Material Review Board (MRB) authority in the performance of any Ausco purchase order for articles that are Ausco drawing controlled. For such purchase orders a disposition to "Use-As-Is" or "Repair" shall not be authorized. Discovery of a non-conformance shall require communicating its details with Ausco Quality Assurance and obtain documented approval before delivery.

20. CORRECTIVE ACTION REQUESTS

When deemed necessary, Ausco shall issue formal corrective action requests via a Nonconforming Material Report (NCMR) for non-conformances determined to be the supplier's responsibility. Responses to these requests are to be written in English and sent to Ausco Quality Assurance on or before the assigned due date.

21. LATENT DEFECTS

Supplier shall give immediate written notification to Ausco's Quality Assurance of any latent or potentially latent defect in parts, materials, processes, or services previously supplied.

22. WAIVER REQUEST

Supplier may submit a written request for waiver to Ausco Quality Assurance for evaluation of non-conforming product. Only non-conformities that cannot be reworked, yet considered by the supplier as suitable for intended use, shall be submitted on a waiver.

23. QUALITY RECORD RETENTION

Supplier shall retain their internal quality records that demonstrate conformance to Ausco's purchase order requirements for a minimum of Ten (10) years. Quality records shall be made available at no cost to Ausco upon request.

24. QUALITY MANAGEMENT SYSTEM

Supplier shall have a documented, implemented and maintained Quality Management System (QMS) in which, all processes affecting quality have procedures needed to ensure that both the operation and control of these processes are effective in satisfying the requirements of the purchase order. Unless otherwise specified by the purchase order, complying with the requirements of one or more of the following specifications: ISO 9001, TL 9000, ISO 13485, ISO 16949, AS 9100, AS 9120 (Distributor), AC 7004 (NADCAP).

25. QUALITY SYSTEM CHANGES

When applicable, supplier shall provide timely written notice to Ausco Quality Assurance and obtain Ausco approval of any changes to processes, product, facilities, sub-tier suppliers, loss or suspension of third party accreditation for NADCAP or registration of their Quality System.

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26. CONTROL OF MEASURING EQUIPMENT

Build to print and Special Process suppliers shall maintain a documented program of monitoring and periodically calibrating / verifying measuring equipment against standards traceable to international or national measurement standards (NIST).

27. AUSCO DRAWING / SPECIFICATION INTERPRETATIONS

The supplier shall submit in writing any technical drawing or specification interpretations or clarifications questions to Ausco Engineering for resolution prior to acceptance of purchase order.

28. RIGHT OF ENTRY

When requested, Ausco, Government, Ausco customer and Regulatory Agency representatives shall have the right of entry to the supplier's or supplier's sub-tier facility with prior notice for surveillance in support of the performance of an Ausco purchase order.

29. DEBARMENT

Supplier and/or any of its principals or parties shall not be listed by any United States Federal Agency as debarred, suspended, proposed for debarment, denied, sanctioned, or otherwise ineligible for any U.S. Federal/Military Program. In the event the supplier becomes categorized for any of these restrictions during the performance of this purchase order, it shall immediately notify the Ausco buyer.

30. PROPRIETARY INFORMATION

All Ausco technical data/documents disclosed herein or referenced on any purchase order are the sole property of Ausco Inc., and are not to be duplicated or disclosed to others for any purpose without the written permission of Ausco Inc.

31. TRANSMITTAL OF TECHNICAL DATA (ITAR & EAR)

Ausco and the supplier shall comply with the laws and regulations of the United States of America (USA) relating to the International Traffic in Arms Regulations and Export Administration Regulations. The commodities and/or technology being purchased may be controlled by the U.S. Commerce Department Export Administration Regulation (EAR) ECCN:(9E991) or U.S. State Department (ITAR-USML) jurisdiction.

32. OBSOLESCENCE OR DISRUPTION OF SUPPLIED PRODUCT

Supplier shall notify Ausco purchasing immediately of any decision or plan to temporarily or permanently discontinue products supplied to Ausco.

33. MATERIAL DATA SAFETY SHEET (MSDS)

Products ordered that are either toxic or potential occupational health hazards that may have chemical risks in handling shall have a current MSDS accompany each delivery to Ausco.

34. MERCURY CONTAMINATION

Supplier shall ensure that the articles supplied under any Ausco purchase order do not contain Mercury or have not come in contact with any form of Mercury contamination.

35. AWARENESS (CONFORMANCE, SAFETY, ETHICAL BEHAVIOR) Suppliers shall make their relevant personnel aware of: contribution made to product conformance, contribution to product safety, and the importance of ethical behavior.

Note: <u>Unless noted on the purchase order, all specifications noted herein shall use the latest version / revision at time of purchase order acceptance by supplier.</u>

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