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STANDARD PURCHASE ORDER QUALITY CLAUSES

A. Policy

It is the policy of Mechanical Specialties to purchase only from those Suppliers who consistently meet Mechanical Specialties requirements for quality, delivery and reliability. Failure to comply with any requirement invoked by the Purchase Order may be cause for rejection of the material and/or processing of material included in the Purchase Order. Corrective action measures for product and systems issues may be requested of the Supplier. Failure to respond in a timely or effective manner may result in removal of the Supplier from Mechanical Specialties Approved Supplier List, Purchase Order hold, or source inspection.

B. Mandatory Clauses

When Standard Purchase Order Quality Clauses are referenced in the Purchase Order, Clauses 1 through 13 apply for direct material purchases or direct material outside processing:

C. Base Quality Clauses

1. Quality System Requirements

1.1 The Supplier shall, in performance of this Purchase Order, maintain a Quality System that meets the following requirements:

- a. Meets the intent of International Standards ISO 9001, AS9100 or equivalent, or be approved by Mechanical Specialties.
- b. Provides records that indicate dates of inspection, inspector name or number, characteristics inspected and whether or not the characteristics were acceptable or nonconforming upon request by Mechanical Specialties.
- c. Mechanical Specialties reserves the right to audit or review the Supplier's Quality System or records as deemed necessary. Mechanical Specialties may, upon request and during regular business hours, conduct a survey of the Supplier's facility to evaluate its ability to comply with Purchase Order requirements.

1.2 All work performed for this Purchase Order must be in accordance with the quality manual and/or other documents approved or accepted by the appropriate regulatory agency. Any changes to the approved quality manual or approved documents after the issuance of the Purchase Order and before delivery that may affect the quality of materials, products and/or services for this Purchase Order must be submitted to Mechanical Specialties for review and approval upon request.



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2. Control of Measuring and Test Equipment

2.1 A documented program shall be established and maintained to ensure that tools, gages, instruments and other measuring and testing devices, which are used during inspection are controlled, calibrated and adjusted at a stated frequency to maintain accuracy within specified limits.

2.2 The measuring and test equipment shall be maintained in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment," or equivalent.

2.3 Measuring and test equipment used by the Supplier shall have current calibrations that are traceable to the National Institute of Standards and Technology (NIST) or equivalent national standard.

3. Quality and Inspection Records

Quality and Inspection records must be maintained for a period of seven (7) years minimum or as otherwise required by federal regulations unless otherwise stated in the Purchase Order, and shall be made available for examination by Mechanical Specialties upon request.

4. Compliance to Purchase Order Requirements

Objective evidence validating the conformance of purchased items or services to Purchase Order requirements shall be kept on file for a period of seven (7) years or as otherwise required by federal regulations, and shall be made available for examination by Mechanical Specialties upon request.

5. Certificate of Conformance

5.1 The Supplier shall furnish with each shipment, a separate and specific Certificate of Conformance (or equivalent, such as "Certificate of Processing", or "Certified Test Results", or "Certified Calibration Report") when requested by Mechanical Specialties.

5.2 This document shall be on company letterhead and signed by the Quality Manager or responsible company official. This document shall constitute certification by the Supplier that the articles were manufactured, inspected and /or tested in accordance with the Purchase Order, specifications and/or drawings, as applicable.

5.3 The Certificate of Conformance shall include, as a minimum, the following information:

- a. Purchase Order Number
- b. Purchase Order Revision Level (if applicable)
- c. Heat Number (if applicable)
- d. Drawing Number & Revision Number (if applicable)
- e. Description of Part (or service provided)
- f. Serial Number(s) of Parts (if applicable)
- g. Type of Material (if applicable)
- h. Number of Parts Provided (or quantity of material provided)
- i. Specification Number & Revision (if applicable)



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j. Process Performed (if applicable)

6. Traceability

6.1 The Supplier shall maintain a system of traceability on all raw materials, purchased components and manufactured parts used to supply items on this Purchase Order. This requirement shall also apply to samples sent to the Supplier for testing, analysis or inspection and to Mechanical Specialties owned monitoring and inspection equipment sent for calibration.

6.2 The Supplier shall ensure that the identification of material, components, parts, samples and/or Mechanical Specialties owned equipment is in effect upon receipt. The Supplier shall provide continuous control throughout fabrication, testing or calibration. The material identification, traceability and current status shall be with the material at all times. This may be accomplished by the use of follower, or routing cards, or an equivalent method. Material identification shall provide easy traceability to receiving inspection reports, purchase orders, specifications, drawings and other documented data.

7. Shipping

7.1 The Supplier shall ensure that all items shipped under this Purchase Order are adequately packaged to prevent damage, contamination or deterioration. Supplier shall use best commercial shipping practices.

8. Deviations/Discrepancies

8.1 Any departure from drawings, specifications or Purchase Order requirements must be submitted to Mechanical Specialties' Purchasing Department. Disposition of such deviations/discrepancies must be approved by Mechanical Specialties prior to shipment. A copy of this approved disposition must accompany each affected shipment. Any rejected/non-conformant material that is being resubmitted by a Supplier shall be clearly identified as such on the shipping documentation and must reference Mechanical Specialties rejection document.

8.2 Post shipping discovery of any deviations that affect testing, inspection and/or calibration results must be reported, in writing, to the Mechanical Specialties Purchasing Department. This requirement also includes previously unknown deviations that affect results already submitted to Mechanical Specialties.

8.3 The Supplier shall notify Mechanical Specialties of any changes or deviations that may adversely affect production schedules.

9. Required Specifications

The Supplier is responsible for obtaining all specifications needed to complete the Purchase Order. Mechanical Specialties' Purchasing will, upon request, furnish any Mechanical Specialties' specifications needed and may assist in obtaining any other specifications required. All materials or services supplied to a specification must meet the latest published revision of the issuing agency unless otherwise specified in the Purchase Order.



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10. Resubmitted Material

Any material rejected by Mechanical Specialties and resubmitted by the Supplier must be clearly identified as such on the shipping document. The Supplier shall reference the Mechanical Specialties rejection document and make available upon request evidence that the initial cause for rejection has been corrected.

11. Right of Entry

Mechanical Specialties, its customers and applicable regulatory agencies reserve the right to witness the manufacture or processing of any items in this Purchase Order to determine and verify the quality of work, records and material at any location including the Supplier's facility. When visits are made to the Supplier by personnel other than Mechanical Specialties employees, and when such visits are for the purpose of witnessing the manufacture or processing of work, and/or related documentation, pertaining to this Purchase Order, Mechanical Specialties reserves the right to refuse such visits based upon proprietary design, or processes. Furthermore, a Mechanical Specialties representative shall be present during such visits.

12. Mechanical Specialties Receiving Inspection

Parts will be subject to receiving inspection of all characteristics. Material that does not conform to specification will be returned, at Supplier's expense, for replacement. Latent defects not discovered during source inspection or receiving inspection, but disclosed during assembly or use, shall be cause for rejection and replacement.

13. Buy America Act

The supplier and/or sub-contractors will abide by the Buy America Act.

D. Specific Quality Clauses

Clauses 14 through 36 apply only when specifically referenced on the Purchase Order:

14. Quality Systems-Aerospace

The Supplier shall provide and maintain a Quality Management System (QMS). The QMS shall comply with the latest revision of ISO9001 and/or AS9100, Quality Management Systems-Aerospace Requirements.

15. Mechanical Specialties Source Inspection

Mechanical Specialties inspection of the purchased items or services at the Supplier's facility is required prior to shipment. Supplier is to contact Mechanical Specialties

Purchasing at least 5 days prior to the time that the items will be ready for Mechanical Specialties inspection. Acceptance by Mechanical Specialties shall not be construed as evidence of effective control of quality by the Supplier and shall not absolve the Supplier of



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the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by Mechanical Specialties or its customers.

16. Chemical/Physical Test Reports

A copy of the actual chemical and physical test report shall accompany material delivered under this Purchase Order, as required by the applicable material specifications.

17. Test/Inspection/Analyses

17.1 Certified test data, or a copy thereof on the testing organization's letterhead, shall be supplied with each shipment. This report must contain all factual information necessary to demonstrate conformance to the requirements reflected in the applicable specification, on the drawing or in the Purchase Order. The test data shall show quantitative requirements and permissible tolerances for all values measured versus quantitative test results. When specifically allowed by the Purchase Order or Mechanical Specialties specification, statistical data may be provided. Certificates of tests/analyses shall indicate the specification, revision level, type of test performed, total quantity tested, total quantities accepted and rejected.

17.2 100% Inspection is required with actual recorded results for all characteristics on all parts. A copy of the inspection report is required with the shipment of product.

18. First Article Inspection Required

The First Article Sample and Inspection Report shall be submitted to and accepted by Mechanical Specialties prior to the first production shipment. First Article documentation shall include, as a minimum, (1) actual dimensions for each drawing characteristic, (2) date performed, (3) Purchase Order number, (4) Inspector signature/stamp, and (5) the unique marking that identifies the sample part.

19. Qualification Lot Required

A Qualification Lot and Inspection Report shall be submitted to and accepted by Mechanical Specialties prior to the first production shipment. Qualification Lot documentation shall include as a minimum, actual dimensions for each drawing characteristic for each part in the Qualification Lot, date performed, Purchase Order number, Inspector signature/stamp, and the unique identification of the Qualification Lot. The Qualification Lot size shall be defined in the Purchase Order.

20. Mechanical Specialties Approved Processes

Prior to fabrication, a Manufacturing Process Control Plan shall be submitted to Mechanical Specialties for review. This Control Plan shall list, in sequence, the manufacturing and special process operations to be performed and all inspections and tests that will be conducted. Mechanical Specialties must approve the plan, and any subsequent changes, prior to implementation.



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21. NADCAP Approved Processes

Suppliers who perform special processes such as Heat Treat, Welding, and Non-Destructive Testing are required to maintain a NADCAP accreditation for those processes.

22. 10CFR21

Title 10 of the Code of Federal Regulations, Part 21 (10CFR21) Reporting of Non-Conforming Material and/or Service is applicable to this order.

23. Mechanical Specialties Supplied Material

Mechanical Specialties will supply material at no cost to Supplier in the form described in the Purchase Order. Supplier must maintain strict control of material and use only material furnished by Mechanical Specialties. Substitution of other material by Supplier is strictly prohibited. Heat traceability (or serial number traceability) is required.

24. Mechanical Specialties Owned Property

All material of every description furnished to the Supplier by Mechanical Specialties, and any replacement thereof, remain the property of Mechanical Specialties. Such property, whenever practical, shall be plainly marked or otherwise adequately identified by the Supplier. Supplier shall not substitute any property for said material in filling the Purchase Order. In addition, if stated in the Purchase Order, all scrap resulting from the utilization of said material will be delivered to Mechanical Specialties before and/or with the final shipment of the Purchase Order. Turnings, shavings, saw and grinding dust are excluded from accountability.

25. Contamination Control for Stainless Steel and Nickel Based Alloys

Starting material, components being manufactured, or products being inspected SHALL NOT come in direct contact with: (1) unhardened carbon steel, (2) low alloy steels (steels having less than 5% alloying elements), (3) zinc (4) tin, (5) compounds containing halogens, (6) cadmium, (7) mercury, (8) gallium, (9) lead, (10) arsenic, (11) antimony, (12) aluminum, or (13) bismuth. Furthermore, no item shall contain any leachable chlorides in excess of 200 PPM by weight. In regard to mercury, no item shall contain any mercury in excess of trace amounts considered to be negligible. If oils containing halogens are used during fabrication of nickel-based alloys, the oils shall be removed from the component using a suitable cleaning process. Certification shall include a statement of compliance to this requirement.

26. Non-Destructive Testing - Penetrant Inspection

26.1 Penetrant and developer materials shall have sulfur and halogen less than 1/2% by weight. Certificate of Conformance shall include a statement on compliance to this requirement.

27. Calibration Services

27.1 Suppliers providing calibration services shall comply with ANSI/NCSL Z540-1-1994.



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- 27.2 As-found conditions must be reported as part of the certificate of calibration or as accompanying data.
- 27.3 Where relevant, a statement of the estimated uncertainty of the calibration result shall be reported.
- 27.4 Calibration service Suppliers must provide recall labeling and a certificate of calibration with traceability to NIST.

28. Laboratory Testing Services

- 28.1 Laboratory testing service Suppliers shall identify (1) the procedure or method used, including revision number, (2) the sample identification, (3) material type, (4) actual results, and (5) a statement of compliance or noncompliance to requirements.
- 28.2 Laboratory testing service Suppliers shall be accredited per ISO/IEC 17025.

29. Heat Treat Services

Heat treat service Suppliers shall provide objective evidence (chart, or digital readings) that heat treating was performed in accordance with Purchase Order Requirements.

30. Subcontractors

- 30.1 The Supplier shall provide to Mechanical Specialties a list of all subcontractors who perform a process, inspection, or test on materials or parts for this Purchase order.
- 30.2 The Supplier shall only use subcontractors who have been approved by Northwest Helicopters.

31. DFARS

Supplier shall provide material in compliance with DFARS 252.225-7014. The origin of the material shall be from a qualified country in accordance with DFARS 225.872-1.

32. DPAS

Supplier will take note of and abide by any DPAS code listed on purchase order.

33. Country Of Origin

The country of origin of raw material supplied shall be indicated on the Certificate of Conformance.

34. ITAR

This purchase order may contain and/or reference documents containing information subject to the International Traffic in Arms Regulations (ITAR). Suppliers may not export, release, or disclose such information to foreign nationals without first complying with export license requirements of ITAR.



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35. Chemical Process

Any changes in chemicals and/or chemical processes must be approved by Mechanical Specialties.

36. Terrorism Sanctions

Supplier will adhere to the directions provided in Executive Order (EO) 13224 for terrorist financing. This order authorizes the U.S. government to block the assets of individuals and entities that provide support, services, or assistance to, or otherwise associate with terrorists and terrorist organizations.