

SIKORSKY AIRCRAFT CORPORATION SELLER QUALITY REQUIREMENTS

SECTION I PREAMBLE & DEFINITIONS

Preamble:

For all Orders referencing the applicable "Supplemental Clauses for Subtracting," the provisions of the version of the "Sikorsky Aircraft Corporation Seller Quality Requirements" in effect on the date of the particular Order shall apply. These "Sikorsky Specific Seller Quality Clauses" are hereby incorporated by reference and expressly constitute part of the "Supplemental Clauses for Subcontracting."

Definitions:

The definitions in this document shall have the same meaning as those which appear in the applicable CorpDoc and Sikorsky Aircraft Corporation Supplemental Clauses for Subcontracts.

SECTION II - QUALITY ASSURANCE PROVISIONS

The following Section II provisions apply to the Goods as identified on the Order within Buyer's web based supplier quality system, "Sikorsky Supplier Quality System (SSQS)."

- 1.) Seller shall execute two original copies of Certificate of Compliance Form SA 876 ("Compliance Form") certifying that Goods meet all applicable Specifications and drawings requirements. Buyer may, at any time, examine the Compliance Form and the supporting documentation, and audit Seller's procedures related thereto. If at any time Buyer requests a copy of the Compliance Form for any particular shipment under this Order, Seller shall within three (3) days of receipt of such request deliver to Buyer a certified copy of the Compliance Form.
- 2.) Seller shall maintain supporting evidence and documentation related to Goods for the period required by the Sikorsky Supplier Quality Requirements ("SSQR") record retention requirement. The supporting evidence and documentation shall be made available to Buyer for inspection within three (3) days of Buyer's request.
- 3.) Seller shall create a Material Certificate ("Certificate") showing compliance with the requirements listed on the applicable Specifications for each Order, including chemical, physical, and other related requirements. The Certificate shall be signed by an authorized representative of Seller. For Goods or other items undergoing inspection by Buyer at Seller's facility, the Certificate shall affirm compliance with the chemical, physical and other requirements, and passage of any applicable tests listed on the applicable Specifications for each Order. The Certificate shall be retained on file at Seller's facility and made available to Buyer for inspection upon Buyer's request. For Goods or other items undergoing Buyer's inspection at Buyer's facility, the Certificate and or test reports shall be attached to the packing slip accompanying each shipment.
- 4.) If Seller is manufacturing Goods for which Seller retains design responsibility, minor non-conformances may be processed by the Seller using Seller's documented Non-conforming Material Control System. Notwithstanding the generality of the foregoing, Buyer retains design responsibility for the design and interface requirements on all Specification and source control drawings. Whenever required by Buyer, Seller shall submit a Discrepancy Record per SSQR-01 Sikorsky Unique Supporting Documentation Appendix A at the earliest practicable time and always in sufficient time prior to the Delivery Date for dispositioning any design specification or interface non-conformances ("Disposition(ing/ed)"). Seller shall always submit documentation to Buyer describing any non-conformances which affect or involve: (i), safety, performance,

Good, relative to Seller's design responsibility drawings, and (ii) any aspect of a Good which is, or has components which are, classified as critical parts by Buyer. Seller shall submit a Request for Waiver or Deviation (DD Form 1694 or letter in a format acceptable to Buyer "Request") to a representative of Buyer's Purchasing Department, unless otherwise directed by the technical data specification cited in the Purchase Order. The Request shall be submitted to Buyer at the earliest practicable time and always prior to Delivery Date with sufficient time for Buyer's Program Management Team to analyze the non-conformity and formulate an action plan and/or appropriate Dispositioning.

- 5.) The provisions of Paragraph 6 set forth below are applicable.
 - a.) RESERVED
 - b.) Seller shall execute a certification stating that all Goods supplied under this Order have been inspected and are in full compliance with all applicable drawings and Specifications. Seller shall retain the certification on file at Sellers facility pursuant to the record retention requirements in Paragraph 2 above, and shall deliver the certification to Buyer upon request.
- 6.) The Goods under this Order are subject to the requirements of SSQR-01 /AS9100 or its current successor. Seller shall flow down the applicable requirements of this Order to its lower tier Sellers. No changes shall be made to a lower tier supplier process, or operations by Seller or its lower tier supplier(s) without submittal of qualification samples or initial deliveries. Any change permitted by Buyer shall be controlled in accordance with Buyer's policies and procedures. Seller shall deliver to Buyer prior to delivery of any Goods that have been changed an independent certification that the changes conform to the requirements of this Order including but not limited to safety, performance, reliability, interchangeability, service life, weight or appearance (if appearance is applicable).
- 7.) All Flight Safety Parts and or assembly(s) containing Flight Safety Parts shall be in strict accordance with Flight Safety Parts requirements of the Purchase Order and the Flight Safety Parts requirements set forth in SS9211 and Section III.
- 8.) Buyer requires that certain hidden dimensions/characteristics of Goods ("Reportable Characteristics") be individually inspected and documented on form SA 5182 by Seller at Seller's location. . For Orders with multiple shipments, the Form 5182 shall be completed by Seller for, and delivered with, each shipment of Goods. All Form 5182s shall be maintained on file by the Seller and shall be made available to the Buyer upon request. Form 5182 shall be submitted to Buyer with each shipment, unless Buyer's inspection is performed

- a.) Seller's purchase orders with subcontractors for subcomponents of Goods ("Subcomponents") shall indicate that the Goods are being supplied to Buyer and that the Subcomponents are Flight Safety Parts. Seller's purchase order shall also identify all applicable documents drawings and/or Specifications, including revisions levels. Specifications and revision levels shall be obtained from the material and process index, the date of which is noted in SSQS. Certifications for all processes from

- c.) Seller shall maintain an original or Certified True Copy of the Special Process Certification (herein in this paragraph "Certification") from the Approved Source used by Seller for the Goods. Seller or manufacturer of the goods shall maintain all Certifications on file in accordance with the record retention requirements set forth in SSQS-01, and shall submit copies to Buyer upon request. The Certification shall state that Buyer's inspection is to be conducted at Seller's facility. Seller shall present the Certification to Buyer during source inspection. "Certified True Copy" means a complete copy (front and back) of the original including all terms, signature, and dates, to which is attached a signed statement that the copy has been compared with the original and that it is a true copy. The copy must be legible, reproducible, and printed on paper permanent in nature.

- 15.) RESERVED

- 16.) RESERVED

- 17.) RESERVED

- 18.) RESERVED

- 19.) RESERVED

- 20.) Buyer may require that Goods conform to an Acceptance Test Procedure(s) ("ATP"). If an ATP is required, Seller shall deliver with the Goods a copy of a certificate ("ATP Certificate") certifying that the Goods have passed the ATP. The ATP Certificate shall also list the applicable Part

1.4. Seller hereby, acknowledges, represents and warrants that it retains complete and sole

3.5. Prior to Seller's receipt of Buyer's approval of a FAI, Seller's performance of any preparatory steps toward, or actual, performance of any portion of an Order including acquisition of sub-assemblies, materials or components, or the commencement, or completion, of production of Goods, and any risks associated with such efforts, (collectively "Speculative Steps") shall be at Seller's sole risk. Without limiting the generality of the foregoing, the costs of Speculative Steps shall not be allocable to this Order for any reason including: (1) progress payments, or (2) if the Order is terminated for the convenience of Buyer, termination settlements.

3.6.

7.1. At no time during handling shall the wire/cable (collectively "Wire") ends be exposed to moisture or water. A controlled environment shall be maintained throughout the harness/assembly (collectively "Harness") process to eliminate the necessity of end sealing the Wire. No Wire ends shall be terminated that show any signs or other visual evidence of "Red Plague". Once the packaging has been removed in an uncontrolled environment, all manufacturers, distributors, sub-contractors and partners shall follow the end-seals requirements. Any Wire that has been processed and not terminated for modification, re-work or replacement, that is susceptible to an uncontrolled environment shall be put into a sealed bag with a desiccant. Any Wire that is in an uncontrolled environment and not terminated shall be inspected for evidence of Red Plague. The Wire bending radius shall not be violated at anytime during spooling, manufacturing, modification or re-work. The removal/stripping of Wire shall only be accomplished with approved tools, calibrated to assure that the center conductors and plating are not nicked or damaged.

7.2. Storage of Wire shall be in a controlled environment, which is defined as a temperature not to exceed 84 degrees Fahrenheit and humidity not to exceed 70%.

7.3. Packaging for Wire shall be as follows:

7.3.1. AWG sizes 10 and smaller

7.3.1.1. Cut and splice all lengths together (i.e., WECO splice)

7.3.1.2. Seal unplaced ends with heat-shrinkable end caps

7.3.1.3. Use plastic spools only

7.3.1.4. Bag each spool in clear plastic with desiccant, then individually box

7.3.1.5. All spools and box labels to include the following statement: " WARNING: MOISTURE DAMAGE WIRE (CABLE) – KEEP ENDS SEALED"

7.3.2. AWG sizes 8 and larger

7.3.2.1. Cut and splice all lengths together (i.e., ., 4 BDC (c)-t98.a5B>50003>1iCID 9>BDC BT/F1 11.04 Tf611(l)5(l)

- (i) the company name and location of the source of supply, and (ii) a representation that Seller is authorized to sell the Material.
- 8.2. Seller shall maintain Material traceability including tracking of Materials to the Seller. Traceability shall also include: (i) the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the Materials for Seller, and (ii) 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 other batch identifications.
- 8.3. Seller shall initiate and maintain test and inspection activities to assure the authenticity of Materials, including: supply chain traceability and documentation verification; Visual examination; and applicable test and inspection activities.
 - 8.3.1. Seller shall deliver to Buyer records evidencing tests and inspections performed and conformance of the Material to specified acceptance criteria. Tests and inspections shall be performed by persons that have been trained and qualified concerning detection of the types and means of counterfeiting and how to conduct effective product authentication.
- 8.4. Certificate of Conformance – Seller shall approve, retain, and provide copies of Seller's Certificates of Conformance (CoC) for Material, which at minimum, shall include the following:
 - 8.4.1. Manufacturer name and address;
 - 8.4.2. Manufacturer and/or Seller's part description, part number and dash number, group number, or similar;
 - 8.4.3. Commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or other batch identifications; and
 - 8.4.4. Signature or stamp with title of seller's authorized personnel signing the certificate.
- 8.5. Certificate of Authenticity – Seller shall approve, retain, and provide copies of Certificates of Authenticity (CoA, which at minimum, shall include the following:
 - 8.5.1. Contract Number
 - 8.5.2. Manufacturer name and address;
 - 8.5.3. Manufacturer and/or buyer's part number and dash number, group number, or similar;
 - 8.5.4. Item Nomenclature, Quantity, Unit of Measure; and
 - 8.5.5. Actual Manufacturer CAGE Code, Design Control Activity CAGE Code;
- 8.6. Certificate of Conformance and Traceability (U.S. Department of Defense Contracts) – Applicability: This clause is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML) -

development, certification, manufacture, sale, use and/or support of the Goods. Seller and its suppliers, subcontractors and business partners shall cooperate with Buyer and Buyer's Customers and/or any such authority to furnish all reasonable facilities for and assistance with the safe performance of , . Inspections, tests, audits and/or investigations in connection with any Order and Goods and Services thereunder.

11.2.