

conformances which affect or involve: (i), safety, performance, reliability, interchangeability, service life, weight or appearance (if appearance is applicable) of the Work, relative to Seller's design responsibility drawings, and (ii) any aspect of the Work 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 Work supplied under this Contract have been inspected and are in full compliance with all applicable drawings and Specifications. Seller shall retain the certification on file at Seller's facility pursuant to the record retention requirements in Paragraph 2 above, and shall deliver the certification to Buyer upon request.
- 6.) The Work under this Contract are subject to the requirements of SSQR-01 /AS9100 or its current successor. Seller shall flow down the applicable requirements of this Contract to its lower tier suppliers. 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 Work that have been changed an independent certification that the changes conform to the requirements of this Contract 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 Work ("Reportable Characteristics") be individually inspected and documented on form SA 5182 by Seller at Seller's location. For Purchase Orders with multiple shipments, the Form 5182 shall be completed by Seller for, and delivered with, each shipment of Work. All Form 5182s shall be maintained on file by the Seller and shall be made available to the Buyer upon request.

10.) The provisions (a.) – (e.) below apply to this Contract

- a.) Seller's purchase orders with subcontractors for subcomponents of Work ("Subcomponents") shall indicate that the Work 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 Seller's subcontractors shall also indicate Work are for Buyer and that the Subcomponents are Flight Safety Parts.
- b.) Work designated as Flight Safety in accordance with SS9211, Flight Safety Parts source approval, contain characteristics and or processes classified as critical. The performance of any critical operation or process shall be specifically authorized by Buyer as evidenced by approved frozen planning. Seller shall only use those sources approved by Buyer to perform specific critical operations or processes. Independent special process and test

successfully the FAI. All costs relating to additional tests or re-test whether performed by Buyer or Seller

to a Seller, shall obtain from Seller: (i) the company name and location of the source of supply, and (ii) a representation that Seller is authorized to sell the Material.

- 6.2. 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.
- 6.3. 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.
 - 6.3.1. 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.
- 6.4. 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:
 - 6.4.1. Manufacturer name and address;
 - 6.4.2. Manufacturer and/or Seller's part description, part number and dash number, group number, or similar;
 - 6.4.3. 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
 - 6.4.4. Signature or stamp with title of seller's authorized personnel signing the certificate.
- 6.5. Certificate of Authenticity – Seller shall approve, retain, and provide copies of Certificates of Authenticity (CoA,

of Seller's suppliers, subcontractors and business partners used in connection with the Contract for the purpose of enabling Buyer to verify compliance with the requirements set forth in the Contract or for any other purpose indicated by Buyer's Customers and/or said authority in connection with the design, development, certification, manufacture, sale, use and/or support of the Work. 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 the inspection. Inspections, tests, audits and/or investigations in connection with any Contract and Work and Services thereunder.

- 9.2. Seller shall only tender Work to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of a Contract.
- 9.3. Notwithstanding (i) prior inspection of; (ii) payment for; (iii) use of; or (iv) delivery of the Work, acceptance shall not be deemed to occur until thirty (30) days following Buyer's receipt of Work ("Inspection Period"). Transfer of title to Buyer shall not constitute acceptance.
- 9.4. Seller shall maintain complete inspection re