



A-Alpha Waveguide, Inc.
Purchase Order Terms & Conditions - Quality
Clauses

Document: 106
Revision: C
Page 2 of 4

QA 01 Quality System

Supplier is required to maintain a quality management system, preferably in compliance ISO 9001. A-Alpha reserves the right to conduct surveillance at supplier's facility to determine whether the seller meets the requirements

QA 02 Quality System Requirements for Calibration and Testing Suppliers

Calibration and testing suppliers must maintain a quality system per the requirements of ISO 17025, ANZI Z540 or Nadcap requirements. Suppliers must furnish calibration/test reports per PO requirements and be traceable to the specific equipment used for testing.

QA 03 ITAR DoD Rated Order DFARS

When ITAR, DFAR (Buy American/Domestic Specialty Metals) or government rating data is noted on the PO, US Government restrictions must be followed. All material certifications, as required with each shipment, must identify the mill source is domestic to the USA or qualifying countries. A list of qualifying countries can be found at www.acq.osd.mil. Any questions related to these provisions must be answered by A-Alpha Waveguide prior to the acceptance of the purchase order.

QA 04 Confidentiality

All information in the contract must be held in confidence by the supplier and no third party request for information will be authorized unless instructed in writing by A-Alpha Waveguide.

QA 05 Flow Down Requirements

You are required to flow down all applicable purchase order requirements, including key characteristics, to sub-tier suppliers when applicable. A-Alpha Waveguide must have previous knowledge and approval of all (sub-tier) suppliers used for our product. This includes appropriate FOD controls.

QA 06 Right of Entry

In addition to A-Alpha Waveguide right of access, the supplier agrees to access for A-Alpha Waveguide customers or regulatory agencies to all facilities at any level of the supply chain involved in the order and to all applicable records in the purchase order.

QA 07 Contract Change

Any change to the contract requirements by the supplier must be approved by A-Alpha Waveguide in writing. Notify A-Alpha Waveguide of changes in product and or processes, changes of suppliers, changes of manufacturing facility location and when required.

QA 08 First Article Inspection

Documented First Article Inspection per AS9102 shall be submitted to A-Alpha Waveguide prior to the beginning of production. The supplier assumes all responsibility for replacement, rework, and material when production of parts is begun without First Article approval.

QA 09 Notice of Non-Conforming Product

Supplier must notify A-Alpha Waveguide of nonconforming product. A-Alpha Waveguide may require approval of disposition nonconforming material. Nonconforming product includes inability to comply with DFAR requirements.

QA 10 Late Shipments

Supplier must notify A-Alpha Waveguide of any delays in shipment as soon as the delay is known.

QA 11 Material Certifications

Seller must include a Certificate of Conformance and/or Compliance with each shipment that states that the parts and

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Seller must include a Certificate of Conformance and/or Compliance with each shipment that states that the parts and materials used in the manufacture of the goods furnished under this purchase order/contract were tested, inspected, and found to be in conformance with the applicable parts and material specifications, including DFAR compliance as applicable. Seller must provide a certification with each shipment to attest that the parts, assemblies, subassemblies, or detail parts conform to the Purchase Order requirements. Material suppliers must identify the foundry or mill lot, heat, batch, and date code on the certification. The certificate must contain the following information: A-Alpha Waveguide Purchase Order No., Part No., Name and Address of Manufacturing or Processing location, Manufacturer's Lot, Heat, or Batch number, Date Code, Serial No. (if applicable), Quantity and Unit of Measurement (i.e. each, box, case, gallons, etc.), indicate DFAR compliance (country of origin) as applicable, and signed and dated by an official of the company. The applicable material test results, process certifications and inspection records shall be presented upon request. Seller shall perform inspection, as necessary, to determine the acceptability of all articles under this order. All articles submitted by Seller under this order are subject to final inspection at A-Alpha Waveguide facility.

QA 12 Special Processor

Special process providers must furnish processing certifications per A-Alpha Waveguide purchasing documents and if specified, must be approved suppliers per Boeing Approved Process Sources D-14426. Suppliers shall not supply materials or conduct processing for which they are not qualified. You have the authority and responsibility to ensure all applicable process and material specifications are met and documented accordingly. You are further required, upon request, to demonstrate and provide evidence of your processes to planned results and establish arrangements for the processes.

QA 13 Casting Requirements

Compliance to ASTM B618 and/or BS1490 Standards is required. Specific requirements for foundry controls, control of customer supplied tooling, supplemental testing and factory surveillance will be included in the Purchase Order.

QA 14 Calibration Certificate/Report of Test

Seller shall provide a certificate, report of test or data sheet certifying the date, accuracy of standards used, and the environmental conditions under which the results furnished were obtained for each item calibrated under this purchase order/contract. Seller's certificate/report shall specify any conditions not otherwise compliant to the Seller's calibration system requirements.

QA 15 Records - Inspection Record Retention

Seller and Seller's subcontractors shall maintain verifiable objective evidence of all inspections and tests performed, obtained results, and dispositions of nonconforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization when applicable, and shall be made available for review to A-Alpha Waveguide, our authorized representatives, or our customer upon request. Unless extended retention requirements are specified elsewhere in the contract, records shall be retained by Seller in a safe, accessible location for a minimum period for ten (10) years following final subcontract payment. All records associated with this procurement shall be retained for 10 years after delivery or as directed by contract. Seller shall notify A-Alpha Waveguide of any activity at the Seller's facility that may impact the retention of these records.

QA 16 Shelf Life and Storage Controls

Label limited shelf-life materials/parts specified in this purchase order/contract with the following minimum information: Manufacturer's Name, Government or Industry Specification to which item is purchased including Type, Class and Grade as applicable, Date of Manufacture (or Cure Date), Batch No., and Storage Temperature required if applicable. The materials/parts shipped under this purchase order/contract must arrive with at least 75% of the specified shelf-life remaining.

QA 17 Counterfeit Goods

Seller shall not furnish and product under this contract that are "Counterfeit Goods," defined as separately-identifiable items or components that: a) Are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, "OEM") item; b) Are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture; c) Do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design; d) Have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or e) Have not passed successfully all OEM required testing, verification, screening, and quality control processes. Seller shall implement an appropriate strategy to ensure that goods furnished under this contract are not counterfeit. Seller's strategy shall include, but not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: a) The OEM's original certificate of conformance for the item; b) Sufficient records providing unbroken supply chain traceability to the OEM; or c) Test and inspection records

to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: a) The OEM's original certificate of conformance for the item; b) Sufficient records providing unbroken supply chain traceability to the OEM; or c) Test and inspection records demonstrating the item's authenticity. Counterfeit or suspect goods delivered or furnished under this contract are deemed nonconforming, including material in violation of DFAR requirements. If Seller becomes aware or suspects that it has furnished counterfeit goods to under this contract, Seller shall make prompt notification and replace said goods, at Seller's expense, with OEM or A-Alpha Waveguide approved goods that conform to the requirements of this contract.

QA 18 Prohibited Materials

The use of any materials listed herein is expressly prohibited. Any exception to these prohibitions must be approved in advance by A-Alpha Waveguide in writing: a) Pure unalloyed tin in the construction and surface finish of hardware (tin alloys with less than 97% tin purity are acceptable). b) Cadmium or zinc in the construction and surface finish of space hardware (cadmium alloys or zinc alloys (e.g. brass) must be completely over-plated with an approved metal). Raw Materials Test Results and/or Plating Certificates - Seller shall include with each shipment the raw material manufacturer's test report (i.e., mill test report, plating certificate) stating the name and address of the mill or plater and that the lot of material furnished has been tested, inspected, and found to be in compliance with the applicable material specifications. a) The test report will list the specifications, including revision numbers or letters, to which the material has been tested and/or inspected and the identification of the material lot to which it applies. b) When the material specification requires quantitative limits for chemical, mechanical, or physical properties, the test report shall contain the actual test and/or inspection values obtained. -For aluminum mill products (except castings), certifications for chemistry may indicate compliance within the allowed range. -Certifications for physical properties shall show actual values. c) If Seller supplies converted material produced by a raw material manufacturer, Seller is responsible for ensuring performance of all physical tests where the manufacturing process has altered the properties from what had been certified by the raw material manufacturer. d) The data submitted must reflect the condition of the material as offered for delivery and is in addition to the raw material manufacturer's test report required above.

QA 19 Material Substitution Prohibition

Unauthorized material substitutions are not permitted. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes applicable industry specifications and/or product specifications of form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Contact A-Alpha Waveguide representative for details regarding deviations to authorized materials, including acceptability of material in violation of DFAR requirements.

QA 20 Contribution to Our QMS

It is imperative that you and your personnel are aware of your contribution to the conformity of the product and service you provide; their contribution to product safety and the importance of ethical behavior as it ultimately affects the conformity of the product(s) we provide to our customers and all of our continued business.