

SUPPLIER QUALITY CLAUSES

F028

REV 1.1

REV DATE 10/9/2023

DEFINITIONS:**BUYER:** K&L Anodizing Corporation**SUPPLIER:** Contracting party with buyer in respect to the Procurement Document.**PROCUREMENT DOCUMENT:** K&L Purchase Order, Request for Quote (RFQ) or Contract.**COUNTERFEIT MATERIAL:** A product produced or altered to imitate or resemble a product without authority or right to do so, with the intent to mislead or defraud by passing the imitation as original or genuine.**Q1 GENERAL QUALITY ASSURANCE REQUIREMENTS****PROHIBITED PRACTICES:**

The Supplier shall not change any drawing, process, material, or procedure without prior written approval of the Buyer.

All information in the Procurement Document must be held in confidence and not shared with a third party unless written authorization is given by the Buyer.

Supplier shall not use or relocate any production, manufacturing, test and/or processing facilities during performance of the work specified on the Procurement Document from those facilities approved by Buyer, without promptly notifying Buyer and affording Buyer an opportunity to examine such facilities for compliance with Quality Assurance Requirements.

Supplier shall comply with Executive Order E13224, supplier shall not engage in any transaction of any type with persons or businesses or organizations who commit, threaten to commit, or support terrorism. Supplier shall not participate in any form of slavery or human trafficking.

Seller shall not maintain segregated facilities and will not discriminate in hiring or employment based on sex, race, creed, color, religion, or national origin.

Supplier shall not supply the Buyer with counterfeit material.

RESPONSIBILITY FOR CONFORMANCE:

Neither inspection, and/or tests made by Buyer at either Suppliers or Buyers facility, nor Suppliers compliance with all applicable Quality Assurance requirements, shall relieve Seller of the responsibility to furnish items that conform to the requirements of the Procurement Document.

Supplier shall control sub-tier procurements to the extent required to assure quality requirements are satisfied in Buyers Procurement Documents. When ITAR/EAR and or government related data is noted on the Procurement Document US Government restrictions/requirements shall be followed. Supplier shall have a Cyber Security protocol in place which complies with NIST 800-171 or CMMC requirements. Any inability by the Seller or lower-tier supplier to comply with the Procurement Document shall be documented in writing and submitted to the Buyer.

Supplier shall have a process to control counterfeit material from being delivered to Buyer which complies with AS6174 or equivalent specification.

NON-CONFORMING MATERIAL OR SERVICE:

Should the Supplier determine that non-conforming material or service was provided to Buyer the Supplier shall notify the Buyer of such escape within 24 hours.

PENALTIES ASSOCIATED WITH FRAUD:

Penalties and punishment associated with fraud will be in accordance with legal statutes.

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BUYERS SURVEYS, SURVEILLANCE, AUDITS, AND INSPECTION:

Buyer has the right to conduct inspections, surveys, audits, and surveillance of Supplier facilities, or those of the Suppliers sub-contractors or suppliers to verify continuing compliance with the requirements of the Procurement Document.

Final inspection and acceptance shall be performed at Buyers facility, unless otherwise specified on the Procurement Document.

Buyer has the right to use C=0 sampling per ANSI/ASQ Z1.4 (Latest Rev.) or 100% for Acceptance Inspection.

Buyer has the right to reject product after acceptance due to latent defects, which cannot be tested or inspected for at Buyers facility. If suspect/counterfeit material is furnished such items shall be impounded. The Supplier shall promptly replace such items with items acceptable to the Buyer and the Supplier may be held liable for all costs related to impoundment, removal, and replacement. Buyer may turn such items over to the Authority Having Jurisdiction for investigation and reserves the right to withhold payment until results of the investigation. Buyer will monitor the Suppliers On-Time-Delivery and Quality performance and may request Correction Action if either fall below 98%.

DOCUMENTATION:

Buyer may refuse to accept items, if Seller fails to submit certification, documentation and test data or reports specified by the Procurement Document.

CORRECTIVE ACTION REQUEST:

When a quality problem exists with Supplier's item or delivery, Buyer may forward a Corrective Action Request to Supplier. The Corrective Action Request requires response within 15 days of receipt.

INSPECTION RECORDS:

Supplier shall maintain records of all inspections and test performed in items delivered to Buyer. These records shall identify non-conformances and are available for Buyer's review. This document must be maintained for a period of ten (10) years minimum or as specified on the Purchase Order.

Q2 QUALITY SYSTEM REQUIREMENT:

Suppliers' quality system shall comply with the latest version of ISO 9001, AS9100 or AC7004 requirements. A Supplier's quality system shall be subject to an audit if their quality system is not accredited by a third-party registrar.

Q3 BUYER SOURCE INSPECTION:

Inspection by Buyer must be performed at Suppliers facility prior to shipment. Supplier shall provide reasonable inspection facilities for Buyer to verify conformance to requirements. The buyer reserves the right to inspect at Suppliers sub-contractor those items not manufactured within Seller's facility. Seller shall notify the Buyers Procurement Quality Organization no less than three (3) working days prior to the time that items are ready for Buyers Source Inspection.

Q4 CERTIFICATE OF CONFORMANCE (C of C):

The Supplier shall furnish a "Certificate of Compliance" with each shipment that assures full conformity with requirements and applicable specifications. It shall state that test reports and inspection records are on file at the seller or manufacturers facility and are available for Buyer and Government to review. An authorized representative of the Seller's quality department shall validate this certification.

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Q5 CERTIFICATE OF ANALYSIS or CERTIFICATE OF AUTHENTICITY (C of A):

The items or services being shipped or performed against the Procurement Document require copies of actual chemical and physical test results showing actual readings taken, and conformance to applicable specifications. These documents must be identifiable to the items they represent and shall be included with each shipment. An authorized representative of the agency performing the tests must sign this documentation. Authenticity shall be traceable throughout the supply chain.

Q6 INSPECITON AND TEST DATA:

A copy of inspection and/or test data shall be supplied with each shipment identifiable to the lot number or date code of items supplied.

Q7 CALIBRATION SYSTEM REQUIREMENTS:

Supplier shall provide and maintain a calibration system, that is in conformance with ANSI/NCSL Z540 or comply with ISO/IEC 17025 (Latest Rev.) requirements. The Supplier shall demonstrate competence to perform the activities required by the Procurement Document. Sub-contracting by the Supplier is not allowed.

Q8 RIGHT OF ENTRY:

The Supplier shall allow the buyer, buyer's customer, and regulatory agencies right of entry to any places necessary to determine and verify the quality of goods or services contracted.

Q9 CONTROL OF AGE SENSITIVE ITEMS

On each container of and on the certification for products having a limited or specified shelf life must show manufacture date, expiration date or shelf life, lot, or batch number and when applicable, any special storage or handling conditions.