

# **ELEXCA** INC. 13463 NOMWAKET Rd, APPLE VALLEY, CA, 92308. AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS. FM-843-01-B

EPR#	AS9100 D 8.4.3. REQUIREMENT
	Our Organization requires that the External Provider shall maintain the proper identification and revision status
EPR 01	specifications, drawings, process requirements, inspection/verification instructions, and other relevant technical
	data.
EPR 02	Our Organization requires final approval of products and services, methods processes, and equipment, and the final
	release of products and services.
EPR 03	Our organization requires that all special processes required by this purchase order must be performed by
	competent qualified personnel
EPR 04	Our organization has the right to identify the requirements for interaction with our external providers including.
	1. The use of interactive documentation.
	2. The use of email/Fax
	3. Documented confirmation methods of all verbal interactions.
EPR 05	Our organization requires monitoring of our external provider's performance including.
	1. Supplier Risk
	2. Quality of product or service delivered.
	3. On-time delivery of product or service.
<b>EPR 06</b>	Our organization requires designation requirements for verification or validation activities that we or our customer,
	intend to perform at the external providers' premises  Our organization requires the approval of or specification of any designs, tests, inspection plans, verifications,
EPR 07	
EPR 08	criteria for design, and development required by our organization from an external provider.  Our organization has the right to approve or specify any special requirements, critical items, or key characteristics;
EFN UO	Our organization has the right to approve or specify any test, inspection, and verification (including production
EPR 09	process verification);
	Our organization has the right to approve or specify the use of statistical techniques for product acceptance and
EPR 10	related instructions for acceptance by our organization;
EPR 11	Our organization requires External providers to:
	1. Implement a Quality Management System and we reserve the right to review and approve the External Providers
	Quality Management System.
	2. External Provider uses customer-designated or approved external providers, including process sources (e.g.,
	special processes)
	3. External Provider to notify our organization of nonconforming products or services immediately upon discovery,
	and obtain our organizational approval for nonconforming product disposition.
	4. Wherever applicable our organization requires external providers to show evidence of processes to prevent the
	use of counterfeit parts.
	5. The External Provider is required to: Notify our organization of changes in product and/or process, changes of
	suppliers, and changes of manufacturing facility locations, our organization reserves the right to approve such
	changes.
	6. All External Providers are required to: Flow down to the supply chain the applicable requirements including
	customer requirements. 7. Our Organization requires External Providers to provide test specimens for design approval,
	inspection/verification, investigation, or auditing.
	8. Our Organization requires that all External Providers are to retain all records associated with the purchase orders
	for a minimum of 10 years or as required by contract.
	Our organization requires the disposition of such documents to be controlled in accordance with the requirements
	of applicable QMS's.
EPR 12	Our organization requires the right of access by our representatives, our customers, and any regulatory authorities
	to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable
	records.
	Our Organization has the right to require and request evidence of External Providers ensuring that their personnel is
EPR 13	aware of: – their contribution to product or service conformity; their contribution to product safety;
	& the importance of ethical behavior.



### **ELEXCA** INC. 13463 NOMWAKET Rd, APPLE VALLEY, CA, 92308.

#### AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS. FM-843-01-B

#### **TELEXCA CUSTOMER FLOW DOWN REQUIREMENTS**

#### **ARROWHEAD PRODUCTS**

https://arrowheadproducts.net/supplychainmanagement.aspx

QCI-06-063 - Rev AP. I, II, III

Appendix (ARPRO967) 2 A-L / 3 / 7B / 8B / 9 D-M / 10 D / 16 / 17 / 18 / 19.

#### **HI-TEMP INSULATION, INC**

#### http://hi-tempinsulation.com/

F-025 - Rev.N - Quality Notes 001 / 006 / 009 / 010 / 011 / 013 / 014 / 015 / 020 / 021

Other Notes: \* Digital Data is used and controlled in accordance with the latest revision of BOEING D6-51991. (Supplier to disregard if digital data was not provided)

\* At suppliers/processors/co-producers unless a specific specification revision is called out in the PO, use the revision in effect on the date of the PO. Please contact the buyer for the current revision.

\*Special Processes must be in accordance with BOEING D1-4426 Latest Revision)

#### **RSA ENGINEERED PRODUCTS**

https://rsaeng.com/RsaEng/site/default.aspx?ContentPage=Quality.html

BMS-74-04 - Rev F: 1/3/7/8/9/10/12/14/15/16/18/19/20/21/23/24/25/27/

31 / 32 / 33 / 34 / 35 / 36 / 37 / 40 / 41 / 46 / 50 / 51 / 55 / 56

#### **SENIOR AEROSPACE, SSP**

#### https://www.seniorssp.com/

SQAP-001 Rev AD:

#### **Manufactured POs:**

(Sections 1 and 2) 1 / 5 / 6 / 11 / 14 / 16 / 18 / 32 /

Outside Process POs: (Sections 1 and 2)

1/3/4/5/6/8/11/12/14/16/17/23/24/25/26/27/34

"\*3 IS ONLY APPLICABLE WHEN SPECIFIALLY STATED ON PO"

"\*4 APPLICABLE ONLY IF ROCKETDYNE MACHINING PROCESS"

"\*8 APPLICABLE ONLY IF ISO APPROVED"

"\*11 IS ONLY APPLICABLE WHEN MATERIAL IS SUPPLIER FURNISHED"

"\*24 IS ONLY APPLICABLE TO LOCKHEED MARTIN AERONAUTICS"

"\*26 ONLY APPLICABLE IF GOVERNMENT PRIORITY/RATING AND CONTRACT NUMBERS ARE REFERENCED ON PO"

#### THERMAL NORTHWEST, INC

F-1018 - 18-JAN-2021: 1 / 2 / 3 / 4 / 5 / 6 / 8 / 16 / 17 / 19 / 20

"Exotic QCPR FORM DATED March 20, 2018"

#### LMI (PEGASUS)

#### http://pegasusmfg.com/resources.php

SEE LMI SUPPLIER QUALITY REQUIREMENTS MANUAL (SQRM) FOR ADDITIONAL CUSTOMER REQUIREMENTS AND FAI PROTOCOL.

OEM: EMBRAER

**EXPORT CONTROL REQUIREMENTS:** 

THE COMMODITIES LISTED IN THIS PURCHASE ORDER ARE SUBJECT TO THE CONTROLS OF THE DEPARTMENT OF STATE, SPECIFICALLY INTERNATIONAL TRAFFIC IN ARMS REGULATION (ITAR) 22 C.F.R. CHAPTER 1 SUBCHAPTER M PARTS 120-130. EQUIPMENT AND OR TECHNICAL DATA GENERATED OR DELIVERED IN PERFORMANCE WITH THIS PURCHASE ORDER ARE SUBJECT TO COMPLIANCE WITH THESE REGULATIONS.

THE SUPPLIER CERTIFIES THE FOLLOWING:

- 1) THE SUPPLIER IS A U.S. PERSON AS DEFINED IN THE ITAR OR POSSESSES THE APPROPRIATE LICENSES AND OR EXEMPTIONS FROM THE US GOVERNMENT TO RECEIVE TECHNICAL DATA AND PERFORM DEFENSE WORK.
- 2) THE SUPPLIER WILL NOT TRANSFER ANY TECHNICAL DATA OR DEFENSE ARTICLES DIRECTLY OR INDIRECTLY TO A THIRD PARTY, PERSON, OR COUNTRY WITHOUT THE PROPER APPROVAL OF THE US STATE DEPARTMENT, DDTC.
- 3) THE SUPPLIER IS PROHIBITED FROM DISCLOSING ANY TECHNICAL DATA WITHOUT PRIOR APPROVAL OF THE US STATE DEPARTMENT, DDTC.
- 4) THE SUPPLIER SHALL PROTECT AND WILL PROHIBIT ANY TRANSFER OF TECHNICAL DATA TO ANY FOREIGN PERSON WHO IS NOT AUTHORIZED BY THE US STATE DEPARTMENT.



### **EXCA** INC. 13463 NOMWAKET Rd, APPLE VALLEY, CA, 92308.

### AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS. FM-843-01-B

SPECIAL NOTES FOR THIS PURCHASES ORDER SUBCONTRACT:

- 1) The buyer is LMI Aerospace, Inc., (LMI) being represented by its Purchasing Agent who issued this purchase order to the vendor, who is the Seller.
- 2) SCOPE OF WORK Seller will fabricate the line item(s) ordered in accordance with this purchase order.
- 3) CONTRACTUAL DUE DATE The "Date Due" associated with each line item on this purchase order is the date that the goods ordered herein are due on the dock at the "Ship To" location noted in the banner of this purchase order. The Seller must allow for First Article and/or source inspection (if applicable), and transit time, in order to meet that commitment. The Seller's performance is rated for on-time delivery based on the purchase order due date.
- 4) SHIPPING TOLERANCE There is no shipping tolerance. The seller must deliver the exact quantity ordered hereon.
- 5) DOCUMENTATION Supporting documentation and certifications for goods delivered against this order is part of the deliverable package. LMI will begin the payment cycle only upon receipt of the hardware component, and the associated paperwork component of the line item(s) ordered herein. Furthermore, both of these components must conform to the requirements of this purchase order subcontract in order to begin the payment cycle.
- 6) ENGINEERING DATA HORIZON Line-item due dates of this purchase order may extend beyond current customer engineering data's validity period. Fabricating prior to twelve (12) weeks before the due date is at Seller's risk.
- 7) REFERENCES ON SELLER'S DOCUMENTS Seller must reference the purchase order number and the line-item number on its invoices and packing lists.
- 8) ENGINEERING DATA VALIDATION AND CROSS-CHECK Seller must validate the revision level of engineering data cited on this purchase order, as well as any specific configuration notes called out in the part planning; against the revision level of any engineering data accompanying this purchase order, or any engineering data in the Seller's possession. The seller must notify the Buyer of any revision levels mismatches or discrepancies.
- 9) ENGINEERING DATA CONFLICTS Seller must notify the Buyer of any conflicts in the engineering data between the technical information in the traditional drawings (e.g. CATIA model-based definitions). The seller must not make any assumptions about such conflicts; but will petition the Buyer in writing for guidance
- 10) INCORPORATION OF DOCUMENTS The following documents are hereby incorporated herein by this reference:
- a. LMI Aerospace, Inc., General Terms and Conditions for Purchase Orders, which is online at http://lmiaerospace.com/files/1914/3411/3712/LMIAerospace\_TERMSandCONDITIONS.pdf
- b. LMI Aerospace, Inc., Supplier Management and Procurement Supplier Quality Requirements Manual (SQRM), which is online at http://www.lmiaerospace.com/files/5414/6651/7482/SQRM.pdf Consult the latter for additional customer requirements and FAI protocol.
- 11) CODES FOR ENGINEERING DATA REFERENCE Examples of codes appearing on the purchase order document:
- a. "B1" = Blueprint (paper or .pdf version), Sheet No. 1.
- b. "C3" = Electronic file, digital data, (e.g. CATIA model), Sheet 3.
- c. "M2" = MYLAR, Sheet No. 2.
- d. "T4" = Tool Number 4.

NOTE: The date code shown in the BOM item line on this order does not represent the date shown in the date field of the drawing block of the associated drawing. It is an internal LMI date code. If any information in these fields is missing or contradictory, the Seller will use and default to the latest engineering data supplied to it by the Buyer in order to fulfill this contract.

- ROUTING When LMI Aerospace Inc. is responsible for shipping costs, and unless otherwise specified on this purchase order, the Buyer's preferred carrier shall be used. The default service level is GROUND. The seller must obtain a Routing Guide from the Buyer in order to ship at LMI expense. The seller must obtain written permission from the Buyer to utilize next-day or second-day air service. The Buyer's Purchasing Agent must approve any deviations from the Routing Guide. Should Seller use other delivery methods or services not approved by the Purchasing Agent, Seller will be responsible for all delivery costs associated with such shipment.
- 13) DEVIATION NOT PERMITTED Seller cannot deviate from the unit price, schedule, or scope of work without written authorization from the Buyer. The formal vehicle for documenting such changes is a Purchase Order Change (POC) from the Buyer.
- 14) GOVERNMENT PRIORITY RATING This order may contain a DO and/or a DX priority rating. Applicable items and ratings will be listed on the purchase order should the order contain either or both of the ratings mentioned above. Seller is required to follow the provisions of the Defense Priorities and Allocation System (15 CFR 700) and all other applicable



## **FLEXCA** INC. 13463 NOMWAKET Rd, APPLE VALLEY, CA, 92308.

#### AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS. FM-843-01-B

regulations and orders of the Office of Industrial Resource Administration – Department of Commerce, in obtaining products and materials needed to fulfill this purchase order. (FAR 52.211-15 Defense Priority and Allocation Requirements).

- USE OF TMX MATERIAL FOR BOEING COMMERCIAL AIRPLANES GROUP: IF SUPPLIER IS RESPONSIBLE FOR PROVIDING THE RAW MATERIALS FOR PRODUCTS ORDERED HEREON, WHEREBY THE END USER OF THESE GOODS (OEM) IS THE BOEING COMMERCIAL AIRPLANES GROUP; THE SELLER ACKNOWLEDGES THAT THE RAW MATERIAL COST ELEMENT OF THE UNIT PRICE THEREOF WAS DERIVED USING PRICES FROM THE TMX AEROSPACE DIVISON (FOR ALL PRODUCTS TMX PROVIDES), WHICH PROVIDES EXCLUSIVE SUPPLY CHAIN MANGEMENT SUPPORT THE BOEING COMMERCIAL AIRPLANES GROUP. SELLER FURTHER ADKNOWLEDGES THAT ALL RAW MATERIAL CONTENT SUPPLIED TO LMI AEROSPACE, INC., IN FULFILLMENT OF THIS PURCHASE ORDER SUBCONTRACT ORIGINATES FROM TMX AEROSPACE DIVISION; IF THE END USER OF THESE GOODS IS BOEING COMMERICAL AIRPLANES GROUP.
- LMI Aerospace Inc., is committed to compliance with Section 1502 of the U.S. Wall Street Reform and Consumer Protection Act. To satisfy customer requirements and the goals of the Act, LMI Aerospace, Inc. and its suppliers will strive to provide only conflict free products through responsible and appropriate sourcing activities. LMI Aerospace, Inc. approved suppliers, both public and private, are required to conduct due diligence on the presence of Conflict Minerals in their supply chain and provide accurate reporting and certifications on the presence of Conflict Minerals in products provided to LMI Aerospace, Inc. Suppliers unwilling to implement procedures which assure only conflict free products are supplied to LMI Aerospace, Inc. may be ineligible for LMI Aerospace, Inc. approved supplier status.
- 17) ITAR Requirements: Any documents that include items or technology covered by the Munitions list are subject to the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130. Accordingly, all suppliers are prohibited from exporting technical data to a foreign person without authorization from the U.S. State Department. Is in the responsibility of the recipient of this purchase order to ensure their compliance with all applicable U.S. export regulations. Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, Seller agrees that it will not transfer any export-controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exception. Seller must comply with ITAR, part 122.1 Registration requirements (a), Any person who engages in the United States in the business of either manufacturing or exporting defense articles or defense services is required to register with the Office of the Defense Trade Controls. Manufacturers who do not engage in exporting must nonetheless register.
- Asbestos (all forms) global regulations (e.g., EU REACH Annex XVII) prohibit the use of asbestos. LMI Aerospace explicitly prohibits suppliers from delivering products that contain any asbestos mineral fibers or asbestos in any form.
- 19) Penta-Bromo diphenyl ether and octa- Bromo diphenyl ether global regulations (e.g. EU 76/769/EEC, RoHS, US EPA) restrict their marketing and use. LMI Aerospace suppliers are required to identify the presence of these flame retardants in materials and parts supplied to LMI Aerospace.
- 20) Polychlorinated biphenyls (PCBs) global regulations (e.g. Stockholm Convention, US Environmental Protection Agency prohibits the use of PCBs. LMI Aerospace explicitly prohibits suppliers from delivering products that contain any PCBs.
- Seller certifies that the parts contained in the shipment have been inspected and accepted, and meet all applicable Customer, Engineering, Purchase Order, and/or specification requirements.
- 22) LMI Aerospace, Inc. ("LMI" or the "Company") is committed to ensuring that its suppliers do not use Forced Labor or engage in human trafficking. LMI's Code of Ethics and Business Conduct establishes that working conditions are safe, workers are treated with respect and dignity as understood by the international community, and business operations are environmentally responsible and conducted ethically. Both LMI and its suppliers are expected to honor this commitment. These Policy forms are part of LMI's purchase order, unless otherwise specified. This full policy is available within the Supplier Management section at www.lmiaerospace.com

Rev J 08/04/2017 (Added note 22)

GENERAL NOTES FOR THIS PURCHASE ORDER SUBCONTRACT:

A. MATERIAL SOURCE: Subcontractors providing raw material in their content to LMI must ensure that metallic raw material content is manufactured by domestic (i.e. produced in the United States of America) sources. Utilization of any foreign source of metallic raw material content must be from a source approved by LMI's customer. Furthermore, LMI's Purchasing Agent must approve the source in writing. If items ordered hereon are for Department of Defense use, then DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals and or 252.225-7009 Restriction on Acquisition of Certain Articles Containing



### **FLEXCA** INC. 13463 NOMWAKET Rd, APPLE VALLEY, CA, 92308.

#### AS9100 D 2016 EXTERNAL PROVIDERS QUALITY TERMS AND CONDITIONS REQUIREMENTS. FM-843-01-B

Specialty Metals and or 252-225-7010 Commercial Derivative Article – Specialty Metals Compliance Certificate are incorporated herein by this reference, and are required to be flowed down by Seller to all sub-tier subcontractors that deliver any components that contain domestic specialty metal content. The full requirement and definition of special metals is available online at: http://lmiaerospace.com/SpecialtyMetals.pdf. Sources for any materials from a source other than a domestic source of manufacture must have specific written approval by LMI's customer. Any contracts for components to support U.S. Department of Defense programs are required to adhere to the requirements of the Berry Amendment.

#### **CRISSAIR**

http://www.crissair.com/Suppliers.aspx

NOTE: ALL SPECS TO CURRENT REVISON. SURCHARGES WIL BE PAID FROM INVOICE.

PLEASE RETURN BLUE PRINTS WITH THE PARTS AND RETURN PARTS IN THE SAME CONTAINER THAT YOU RECEIVED THEM IN! THANKS.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*PLEASE DO NOT USE STAPLES IN PACKAGING\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*IF YOU CANNOT MEET THE DELIVERY DATE ON THE PURCHASE ORDER, PLEASE ADVISE ASAP!

\*\*\*\*IF PRICING IS INCORRECT OR THE QUANTITY RECEIVED DOES NOT MATCH THE PURCHASE OEDER, PLEASE NOTIFY ME IMMEDIATELY AT 661-368-3419 OR SEND AN EMAIL TO RWILLIAMS@CRISSAIR.COM FAX IS 661-294-9980.

PARTS MUST BE DELIVERED F.O.D. FREE

Crissair document SQR 9222, latest revision, applies as required to all production products. Quality clauses (as stated within SQR 9000, latest revision) are applicable to this order. View SQR 9000 document at http://www.crissar.com/pdf/Crissair-SQR9000.pdf SPECIAL PROCESS CERTIFICATION — Special Processes must be performed by Crissair approved source only. Verification is available via Crissair Purchasing. Process certification to controlling specification must accompany shipment or acceptance will be withheld pending receipt of certification.

PURCHASE ORDER POLICY: Change Order 6/11/04 Crissair, Inc. will accept purchase order quantities only, unless prior authorization has been given. Any overage will be retuned at vendor's expense.

Crissair, Inc. reserves the right to adjust deliveries to accommodate our customer's requirements, move in, move out, or cancellation of a purchase order up to 30 days prior to delivery. Changed from 45 days to 30. 12/01/03: Please note starting 01/02/04 Crissair's shipping window will be -0 = 3 days, this will be strictly enforced.

CRISSAIR TERMS AND CONDITIONS CAN BE VIEWED OR PRINTED BY USING THE LINK PROVIDED ON OUR WEB SITE:

http://www.crissair.com/suppliers.aspx

CRISSAIR'S ENVIRONMENTAL POLICY LETTER TO CONTRACTOR CAN BE VIEWED ON THE COMPANY WEBSITE AT:

http://www.crissair.com/quality/certificaitons.aspx