

PURCHASE ORDER CLAUSES**Q1 INSPECTION SYSTEM REQUIREMENTS**

The Seller shall provide and maintain a quality system that is consistent with current industry standards or equivalent (e.g. ISO9001, AS9100, etc.) notwithstanding the provisions of this clause, the Seller is in NO way relieved of the final responsibility to furnish the product or services that are in conformance with other parts of the purchase order. The Seller is responsible for ensuring that all personnel involved with the fulfillment of the purchase order are competent and qualified in their job responsibilities.

Q2 MRB AUTHORITY

Material Review Board authority is **NOT** authorized on this purchase order. The Seller will notify Buyer of any nonconforming processes, products, or services and obtain the required approvals for disposition.

Q3 CHANGES

The Seller shall notify the Buyer of any proposed changes in the Design, Fabrication Methods, or Processes previously approved by the Buyer and/or the Buyer's customer and obtain WRITTEN approval of the changes from the Buyer and/or the Buyer's customer. Changed articles shall be clearly identified and in a different manner from the previous articles. When a proprietary item is procured by the Buyer, the Seller shall notify the Buyer of changes before commencing production.

Q4 RAW MATERIALS

Raw materials shall be accompanied by OEM certifications, chemical and/or physical test results. The Seller shall certify to the specific requirements defined on the face of the purchase order.

Q5 RAW MATERIALS USED IN PURCHASED ARTICLES

Results of tests performed on specimens or detailed analysis of Seller's acceptance test results on all raw materials that are required to satisfy specification requirements, and which are employed in the fabrication of articles purchased on a subcontract or purchase order agreement shall be made available to the Buyer upon request.

Q6 AGE CONTROL AND LIMITED LIFE PRODUCTS

Seller must provide product with minimum 75% remaining shelf-life product upon receipt. When applicable, if shelf-life is less than 75%, Seller shall inform Buyer and obtain WRITTEN approval before releasing/shipping product.

Q7 IDENTIFICATION AND DATA RETRIEVAL

Where and to the extent that traceability is a specific requirement, the Seller shall apply a unique identification to the individual product, material, or batch. This identification data shall be recorded on and traceable to related Seller's records (See Seller Quality Records).

Q8 SELLER QUALITY RECORDS

The Seller shall maintain suitable inspection and test records to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to the product involved. These records shall be maintained for a minimum period of ten (10) years from the date of final manufacture or as stated otherwise in the contract. After the retention period has expired, the Supplier will contact CTP for disposition status and will either destroy the records or return them to CTP as directed.

Q9 INSPECTION AND TEST CHARACTERISTICS

The Seller shall inspect and/or test as applicable, all characteristics defined by the purchase order, applicable drawing/blueprint specifications, pertinent to the work that the Seller is responsible for performing.

Q10 RESUBMISSION OF NONCONFORMING ARTICLES OR MATERIALS

Nonconforming articles and/or materials returned by the Buyer and subsequently resubmitted by the Seller shall bear adequate identification of such nonconformance, either on the articles, materials, or applicable Seller's records. The Seller shall provide evidence that the cause of the nonconformance has been corrected and that actions were taken to preclude any re-occurrence.

Q11 RIGHT OF ACCESS-BUYER QUALITY ASSURANCE ACTIVITY AT SOURCE

The Buyer and its customers reserve the right to perform inspections and tests on all articles, materials, or services always and places. With prior Written notification, the Buyer and its customers also reserve the "RIGHT OF ENTRY", which will allow the supplier, customer, or regulatory agency entrance into your facility to determine the quality of the work/product, records, and/or materials at any place, including the plant of the subcontractor.

Q12 CONFLICT MINERALS

Seller shall provide Buyer reasonable assistance in conducting due diligence of Seller's supply chain for the purpose of complying with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the use of conflict minerals originating in certain covered countries (the "Conflict Minerals Rule"). Seller shall permit Buyer to conduct due diligence and conduct inspections and audits of Seller's operations, premises, and facilities to ensure compliance with Seller's obligations hereunder with respect to the Conflict Minerals Rule. Seller shall impose upon its suppliers and vendors provisions similar to those found in this section.

Q13 FIRST ARTICLE AT SELLER ACTIVITY

Seller shall perform a First Article Inspection in accordance with the requirements set forth in the latest revision of form AS9102. Seller shall forward one (1) copy of the First Article Inspection Report to the Buyer.

Q14 CERTIFICATE OF CONFORMANCE

Seller shall provide evidence that the processes requested in this purchase order were performed by approved sources. The Seller shall maintain such evidence on file. Included with each shipment to the Buyer shall be a Certificate of Conformance indicating as a minimum the process description, process number, name and address of the process supplier, the purchase order and part number.

Q15 ACCEPTANCE TEST REPORTS

Include with each shipment a copy, signed by an authorized agent of the Seller, of the results of the lot or item acceptance test required by the applicable specification. Where quantitative limits are established by the specification, the report shall indicate the actual values obtained. Test reports shall include control identity (e.g. heat, lot, serial number, etc.) of the material/item tested. Seller is required to maintain inspection and test records as required by Contract/PO.

Q16 SELLER ACKNOWLEDGEMENT AND WARRANTY

Seller hereby acknowledges that the parts/materials ordered on this Purchase Order/Contract are for incorporation into an aircraft or will be used in the manufacture of, or maintenance of an aircraft. Seller warrants and represents that all parts/materials delivered in accordance with this Contract/PO are of NEW manufacture and meet or exceed all specifications and requirements specified in this PO/Contract or referenced document.

Q17 CONTROL IDENTIFICATION

Seller shall include on the shipping document (invoice/packing sheet) and/or test report the control identity for material being shipped. When test reports are not required by the PO/Contract, the control identity shall be on the shipping document. The control identity is, as applicable, the manufacturing date, lot, batch number, heat or serial number. When multiple lots are included in one shipment, Seller shall separate and identify respective lots and indicate each lot quantity.

Q18 MATERIAL TRACEABILITY

Identification of each piece of material and each report is required by specification to provide traceability to heat, lot, or batch number. Material label must be identified by Date code, Lot code, origin of part and Certificate of Compliance

Q19 HEAT, LOT, OR BATCH NUMBERS FOR REWORKED MATERIAL

Seller shall assign a new heat, lot or batch number to material reworked in accordance with instructions. Seller shall maintain records to show traceability to original material, indicating quantity reworked and subsequently returned to the Buyer. All reworked materials shall be identified with only the new heat, lot, or batch number. Seller's shipping document shall indicate both the new and superseded heat, lot, or batch number.

Q20 CHILD LABOR

No Child Labor. Seller shall comply with all local, state, and national laws relating to the prohibition on child labor and indentured, prison, or compulsory labor. Seller shall comply with all applicable laws and industry standards relating to working hours, working conditions, and any collective bargaining agreements. Seller further agrees that, if requested by Buyer, it shall demonstrate, to the satisfaction of Buyer, compliance with all requirements in this paragraph. Buyer shall have the right to inspect any site of Seller for compliance with this paragraph. Seller shall include this provision in all of its lower tier subcontracts.

Q21 TEST SAMPLES

Seller is required to provide test specimens as requested for inspection, verification, investigation, or auditing.

Q22 COUNTERFEIT PARTS

Seller is required to have a process for the prevention of the use of counterfeit parts. Seller is required to flow this requirement to all sub-tier vendors as well.

Q23 HUMAN TRAFFICKING

No Human Trafficking. Seller shall comply with all applicable local, state, and national laws in the countries where Seller does business relating to the prohibition of slavery and human trafficking. Upon Buyer's request, Seller shall provide to Buyer a copy of its human trafficking compliance plan and/or other evidence of Seller's compliance with this provision. Seller shall include this provision in all of its lower tier subcontracts.

Q24 TECHNICAL DATA

The Buyer is responsible for ensuring the Seller has access to all relevant technical data needed to provide conforming products, processes, and services. This technical data includes, but is not limited to, drawings, specifications, process requirements, and work instructions.

Q25 INTELLECTUAL PROPERTY

Seller shall treat as proprietary and confidential all Intellectual Property and other information supplied by Buyer ("Buyer-Owned IP"). Seller shall not, without Buyer's prior written consent, use Buyer-Owned IP or any derivative works of any of the Buyer-Owned IP in any manner not authorized under the purchase order, including but not limited to, developing, manufacturing, offering for sale or selling any item or service which utilizes or is enabled by Buyer-Owned IP.

Q26 EXTERNAL SOURCES

The Seller will use customer-designated or approved external providers and will ensure proper flow-down of all requirements, including customer requirements, to their external providers.

Q27 AWARENESS

The Seller will ensure that all personnel are aware of their contribution to product and service conformity, product safety, and ethical behavior.

Q28 DPAS RATINGS

Any contract that has a DPAS rating from the Government requires the flow down of all applicable quality requirements to all suppliers and sub-tier suppliers. The Seller will ensure that all requirements are flowed down to their suppliers.

Q29 EXPORT CONTROLS:

If Seller is a U. S. company that engages in the business of either manufacturing or exporting defense articles or furnishing defense services, Seller hereby certifies that it has registered with the U. S. Department of State Directorate of Defense Trade Controls and has complied and will comply with its obligations under export control laws and regulations, including, but not limited to, the International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”). Seller shall control the disclosure of and access to technical data, information and other items received under the Order in accordance with U. S. export control laws and regulations, including, but not limited to, the ITAR. Seller agrees to provide Buyer with the export control classification number for all goods supplied to Buyer hereunder or any Order. Seller further agrees that no technical data, information or other items provided by Buyer in connection with an Order shall be provided to any foreign subsidiary of Seller or any other foreign person, without the express written authorization of Buyer and Seller’s obtaining of the appropriate export license, technical assistance agreement or other requisite documentation for ITAR-controlled technical data or items. Seller shall defend and indemnify Buyer from any loss, damage, fine, penalty, or expense (including attorneys’ fees) that Buyer may suffer as a result of Seller’s failure to comply with this section.

Q30 ETHICAL STANDARDS OF CONDUCT:

Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer’s expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. If Seller has cause to believe that Buyer or any employee or agent of Buyer has behaved improperly or unethically under the purchase order, Seller shall report such behavior to the Buyer’s Procurement Representative or the appropriate Buyer points of contact set forth in Buyer’s Supplier Code of Conduct. Seller’s employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. Seller shall include this Ethical Standards of Conduct Article in all its lower tier subcontracts.

Q31 CMMC COMPLIANCE

Where applicable to a particular order, Seller agrees to maintain compliance with Cybersecurity Maturity Model Certification (CMMC) requirements and substantiate such compliance via documentation provided to Buyer upon request. Seller’s failure to comply or supply supporting documentation to Buyer will allow Buyer to terminate Seller’s performance for default.

Q32 INDEMNIFICATION:

Each Party (“Indemnifying Party”) will indemnify, defend, and hold the other Party harmless from any third party claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to real or tangible property to the extent arising from (i) the Indemnifying Party’s breach of any representation or warranty under this Agreement; (ii) the Indemnifying Party’s negligent or more culpable act or omission (including any reckless or willful misconduct) in performing its obligations under this Agreement; or (iii) failure by Indemnify Party to comply with any applicable federal state or local laws, regulations or codes in the performance of its obligations under this Agreement.