

QUALITY PURCHASING TERMS AND CONDITIONS

“Contract” is defined as these Terms and Conditions for Purchase of Products, inclusive with any written purchase order, contracts, or agreements referencing these Terms and Conditions. “Company” is Morrells Electro Plating, Inc.

“Seller” is an individual, corporation or any other entity to supply products and/or services purchased by the Company.

“Products” are the goods or materials sold by Seller and purchased by Company under this Contract.

1A	Articles or Materials shall be manufactured or produced in accordance with applicable drawing and/or specifications requirements. Deviations may be made only by written amendment to the contract when authorized by Morrells Electro Plating Company.
2B	Certification: Seller shall provide a "Certificate of Conformance" that service, material and/or articles meet all provisions of the Morrells Electro Plating contract, including the latest specification revisions and applicable change orders or deviations. Certifications must accompany each delivery against the contract; and when applicable, must contain at a minimum the following: <ul style="list-style-type: none"> • Purchase Order Number • Part Number and Revision • A statement that the materials/services conform to the applicable specifications • Signature of authorized agent and title
3C	Preservation and Packaging Requirement: Unless otherwise specified, the Seller shall maintain controls to assure compliance of preservation, packaging and shipping requirements of this contract. The use of commercial practices does not relieve the Seller from the responsibility of packaging in a manner that will insure receipt at Company in an acceptable condition.
4D	Foreign Object Debris/Damage (FOD) Prevention: Seller shall maintain a FOD prevention program in accordance with National Aerospace Standard NAS-412: Foreign Object Damage/Foreign Object Debris (FOD) Prevention.
5E	Material Shelf Life: Seller is to furnish the date of manufacture and shelf life on the material certification of materials requiring age control. All purchased materials with applicable expiration dates shall be delivered when at least 75% of its shelf life is still remains.
6F	Approved Facilities: It is the Seller's responsibility to utilized only approved facilities for processing used in work relating to this contract.
7G	Inspection System: Unless otherwise specified on the company purchase order, the Seller shall have an adequate inspection system for maintaining control of materials/products fabricated/manufactured in seller facility. Calibration activities must meet, as a minimum, the requirements of ANSI/NCSL Z540-1, ISO17025, ISO 10012-1 or MIL-STD45662. Seller's inspection system may be periodically audited by the company and/or by its' customers.
8H	Seller First Article: Seller shall perform first article inspection on first unit produced during production of this order. When requested, First Article Inspection report to accompany first shipment of units, and comply with AS9102 requirements.
9I	Seller shall ensure determine the necessary competence of person(s) doing work under its control that affects the performance and effectiveness of the quality management system and ensure that these persons are competent on the basis of appropriate education, training, or experience.
10J	Company reserves the right to conduct source inspection at the seller’s facility. Advance notice of 48 hours will be given by the Company to the Seller for scheduling purposes.
11K	Company will continually monitor seller’s performance for on-time delivery and product conformity. Feedback performance may be requested by the seller.
12L	Seller will grant the right of access to the Company, its customers, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
13M	The seller shall ensure the following: <ol style="list-style-type: none"> a) Seller shall have an established Quality Management System in accordance with AS9100, ISO9001 or equivalent. b) When requested by Company, Seller shall only use customer-designated or approved suppliers, including process sources (e.g., special processes)

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	<p>c) Seller shall notify the Company of nonconforming processes, products, or services and obtain approval for their disposition. Seller shall evaluate each nonconformance for its potential to exist in previously produced or delivered items, or items in transit to the Company. If a nonconformance exists, Seller shall notify the Company, in writing, within 24 hours for issues impacting hardware or for Items in transit to the Company, and, in writing, within 5 working days for all other issues.</p> <p>d) Seller shall plan and implement a process, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to the Company.</p> <p>e) When applicable, the seller shall notify the Company of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval</p> <p>f) Seller shall flow down to sub tiers all applicable requirements including customer requirements</p> <p>g) Unless otherwise specified, Seller shall maintain complete records of all manufacturing, process capability (if applicable), and inspection and test, including copy of certificate of conformance. Upon request, Seller shall make records available to Buyer for at least ten (10) years after completion of this purchase order and for longer periods as may be specified elsewhere in this purchase order. Seller shall forward specific records to the Company at no additional cost, price, or fee to the Company. Seller shall contact the Company for disposition requirements prior to dispositions of any records.</p> <p>h) Seller shall ensure that persons doing work under the organization's control are aware of:</p> <ul style="list-style-type: none"> • Their contribution to product or service conformity • Their contribution to product safety • The importance of ethical behavior.
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THE FOLLOWING QUALITY CLAUSES #14N-17Q ARE IN ADDITION TO THE ABOVE STANDARD QUALITY CLAUSES WHEN SPECIFIED ON THE PURCHASE ORDER.

14N	Source Inspection Required (verification or validation activities): Seller shall request Company Source Inspection for product verification prior to shipment from its facility. Acceptance of units shall not relieve the vendor of the responsibility of manufacturing units as defined in the purchase order. All requests shall be made by calling company QA office, providing Purchase Order number, item number and revision, part name and quantity to be inspected. Advance notice of 48 hours needs to be given for scheduling purposes.
15O	Government Inspection (verification or validation activities): Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant so that appropriate planning for government inspection can be accomplished. Upon receipt of an order, promptly furnish a copy to the Government Representative, if none, to the nearest Army, Navy, Air Force, or Defense Supply Agency inspection office. In the event the representative or office cannot be located, our purchasing agent should be notified immediately.
16P	Company Furnished Articles: Unless otherwise specified, articles furnished to Seller shall be used in the specified scope of this order. Unless otherwise specified, all furnished articles shall not be under shipped. Rejected articles shall be identified and segregated from acceptable ones. Rejected articles shall be returned to the company.
17Q	Statistical Process Control System: If specified on the Purchase Order, the Seller shall have an adequate statistical process control (SPC) system for maintaining acceptable Cp and Cpk levels of its' products. Seller's SPC system may be periodically audited by the Company personnel and/or by its' customers. The Seller shall provide statistical process control (SPC) charts/data on specific key characteristics on the product provided to the Company. Key characteristics might be defined by the Company. Charts shall show acceptable trends/data and Cp and Cpk levels shall be acceptable.