

## Quality Assurance Standard Procurement Clauses

### **1. Quality Management System Requirements**

The supplier shall establish and maintain a system for the control of quality that complies with the requirements of MIL-I-45208, MIL-Q-9858, AS9100, or ISO 9001. The quality system shall be maintained to assure that all supplies and services are subject to examination and tests required to prove conformance to contract or purchase order requirements. This system shall be subject to Upland Fab, Inc.

### **2. Measuring and Test Equipment**

The suppliers quality management system for the control monitoring and measurement equipment must comply with ISO 10012 or equivalent.

### **3. Specifications and Changes**

- a. The suppliers quality management system shall provide for procedures which will assure that the latest applicable drawing, specifications and instructions required by the contract or purchase order, as well as authorized changes thereto, are used for fabrication, inspection and testing.
- b. The suppliers procedures must assure that the organization will notify Upland Fab, Inc. of changes in product and/or process definition and change to facilities and, where required obtain appropriate approvals.
- c. Copies of Upland Fab, Inc. customer's drawings, specifications, and/or procedures supplied by Upland Fab, Inc. shall not be reproduced except for internal use. Such proprietary items shall be controlled to preclude their use other than contract work with Upland Fab, Inc.

### **4. Certificate of Conformance**

The supplier shall provide a Certificate of Conformance (C of C) attesting that the processes and/or products meet the applicable drawing and/or specification imposed by the purchase order. The C of C shall be attached to the packing slip, and shall accompany each shipment. The C of C shall contain the signature and title of an authorized representative, as well as purchase order number, part number, revision, quantity, all processes performed, and the specifications and revisions to which they conform.

### **5. Material Certifications**

The certificate shall show the name of the material, the applicable specification number, lot/batch identifier, the name of the manufacturer of the material, and the signature of a responsible representative from the manufacturer.

### **6. Right of Entry**

Upland Fab, Inc., their customer's, and regulatory authorities, including the government reserve the right to conduct inspection and/or surveillance to verify conformance to specified requirements. The government/customer has the right to inspect any or all of the work in this order at the supplier's facility. The right extends to the plant and any sub-tier supplier for materials/processes intended for incorporation into the contracted product. Upland Fab, Inc. or Customer verification does not relieve the subcontractor of

the obligation to provide acceptable product, and shall not preclude subsequent rejection by the customer.

### **7. Purchase Order Flowdown**

The supplier shall flowdown the quality requirements of this contract to the complete supply chain used in the performance of this contract, including key characteristics where required.

### **8. Nonconforming Product**

The suppliers quality management system shall provide procedures for notifying Upland Fab, Inc. of nonconforming product and for the arrangements to obtain approval of supplier nonconforming product. The supplier shall take prompt action to correct conditions, which have or could result in nonconforming product being shipped to Upland Fab, Inc.

### **9. Mercury Free Certification**

Suppliers must certify that all products have not been exposed to mercury in any form while at their facility.

### **10. Records**

The supplier shall maintain adequate records of all inspections and test. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of corrective action taken. These records shall be available, and copies furnished upon request to Upland Fab, Inc's representative. Records shall be kept for a period of ten (10) years or as required by contract or purchase order.

### **11. Preparation for Shipment**

Unless otherwise specified in the purchase order, drawings, or specifications, the suppliers quality management system shall assure that the products is packages to protect against damage and deterioration during shipment in accordance with best commercial practices.

### **12. FOD Prevention Program**

Seller is required to establish and maintain a FOD prevention program in accordance with Boeing D6-85622 "Foreign Object Debris/Foreign Object Damage (FOD) Prevention Requirements for Boeing Suppliers" Additional information can be obtained at <http://www.boeingssuppliers.com/FOD.html>

### **13. Counterfeit Part Prevention**

The seller shall plan, implement, and control processes, 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 Upland Fab.

NOTE: Counterfeit part prevention processes should consider:

- training of appropriate persons in the awareness and prevention of counterfeit parts;
- application of a parts obsolescence monitoring program;
- controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- verification and test methodologies to detect counterfeit parts;

- monitoring of counterfeit parts reporting from external sources;
- quarantine and reporting of suspect or detected counterfeit parts.

#### **14. Awareness**

The seller shall ensure all persons are aware of:

- their contribution to product or service conformity
- their contribution to product safety
- the importance of ethical behavior