

Hoosier Spring Company, Inc.

Supplier Quality Clauses

Document No. SQC-1 Rev E (08/07/2019)

1 Standard Quality Clauses:

A. Quality Management System:

The supplier shall establish and maintain a system that complies with applicable end customer, industry and/or regulatory standards and is deemed acceptable by Hoosier Spring Company, Inc. (HSC). Third party certificates shall be forwarded to HSC Quality Assurance including all renewals and/or updates. The supplier is responsible for informing HSC when there are changes to approval status.

B. Certificate of Conformance:

Each shipment shall be accompanied with a Certificate of Conformance attesting that all purchase order requirements have been satisfied. Certifications shall include, where applicable, heat number(s), applicable specification(s) with revision level(s), part number with revision level, raw material type and quantity shipped. The Certificate of Conformance must be signed by authorized personnel.

C. Supply Chain:

The supplier agrees to pass down all of the applicable requirements stated herein to the sub-tier suppliers utilized in the performance of this order including prime contractor or regulatory requirements where applicable.

D. Qualification of Personnel:

Supplier certifies that Personnel and/or sub-tier personnel performing work under this purchasing agreement are qualified to perform the processes/ services described in this purchase order.

E. Record Retention:

Unless otherwise specified, record retention shall be in accordance with Prime Contractor requirements. (Reference Clause 21) HSC shall be notified in writing prior to the permanent removal, deletion and/or destruction of records relating to Flight Safety product and Navy Nuclear product.

F. Right of Access:

Hoosier Spring Company Inc., its customer(s) and/or regulatory authorities shall have the right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

G. Equal Opportunity Compliance:

The terms and conditions of FAR 52.22-26 Equal Opportunity Compliance (MAR 2007) in subcontract purchase orders (not exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246 as amended) so that these terms and conditions will be binding upon each sub-offeror or vendor. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

H. Counterfeit Parts, Work and/or Raw Material:

Supplier agrees and shall ensure that Counterfeit Parts, Work and/or Raw Materials are not delivered to Hoosier Spring Company, Inc.

I. (Intentionally Blank)

J. External Provider Awareness

Supplier shall ensure organizational awareness of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

2 Counterfeit Parts Prevention:

The Supplier shall establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard AS-5553 or equivalent as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.

- a) For purposes of this contract, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, assemblies and raw material). Counterfeit Work means Work that is or contains items misrepresented as having been designed and / or produced under an unapproved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.
- b) Supplier agrees and shall ensure that Counterfeit Work is not delivered to Hoosier Spring Company, Inc. (HSC)
- c) Supplier shall only purchase products to be delivered or incorporated as Work to HSC directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from

independent distributors or brokers unless approved in advance in writing by HSC.

- d) Supplier shall immediately notify HSC with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by HSC, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

3 Raw Material Certifications:

Supplier shall provide all applicable certifications linking the raw material back to its origin. The original heat number – assigned by the billet source – shall be referenced on all certifications including all entities involved in the production and delivery of the final product purchased by HSC. All certifications must clearly identify the “Country of Origin”. Unless otherwise specified, the raw material must meet ALL specification requirements and certifications and/or test reports shall clearly indicate compliance to the applicable material specification.

4 Preference for Domestic Specialty Metals:

Supplier agrees to comply with Defense Federal Acquisition Supplement **DFAR 252.225-7009** Preference for Domestic Specialty Metals when this clause is specified on the purchase order.

5 Rated Order:

This is a rated order certified for National Defense use and you are required to follow the provisions of the Defense Priorities and Allocation System regulation (15 CFR 700).

6 Calibration System:

The supplier is required to establish and maintain a calibration system that conforms to the requirements of ANSI/NCSS Z540-1, ISO 10012-1, or ISO/IEC 17025.

7 Calibration and Test Laboratories:

Gage calibration and Test Laboratories shall maintain accreditation to the applicable requirements of ISO/IEC 17025. For Material Testing Laboratories, NADCAP, A2LA and/or Aerospace or Nuclear Prime Contractor approval/certification is required. Supplier must include its approval(s) with applicable expiration date(s) on the Certificate of Conformance.

8 Nadcap Accreditation:

Special processes shall only be performed by sources that are accredited and approved by the National Aerospace and Defense Contractors Accreditation Program (NADCAP). This requirement applies whether the process is performed by the supplier or by the supplier’s sub-tier. Supplier must include its NADCAP expiration date on the Certificate of Conformance.

9 Heat Treat Qualifications / Certifications:

Thermal processing shall be performed by qualified personnel. The supplier shall furnish a time/temperature certification that includes the following data: part number and revision, quantity heat treated, the actual temperature range and start and end of each cycle. (Actual Time @ Temperature) **Upon request, supplier to provide objective evidence of compliance to periodic testing as required by applicable specifications.**

9-1 Heat Treat Mechanical Test Specimens:

Supplier shall be provided with test specimens to be included with the parts during thermal processing treatments. The specimens MUST accompany the parts throughout the entire process. These specimens shall be treated as representative samples of the heat treated lot. Mechanical tests verifying proper heat treat condition of the parts shall be performed on the test specimens. Unless otherwise specified, HSC shall be responsible for the mechanical testing.

9-2 Heat Treat Furnace Charts:

The supplier shall furnish the original, or a legible copy, of the furnace temperature chart which shows the part number, the date and the actual time the parts were moved in/out of the furnace and in/out of temperature tolerance.

9-3 Heat Treat Cautionary Notice:

Use “best practices” to prevent distortion before, during and after thermal treatment(s). Subcontractor may be held liable for product rendered unsuitable for use as a result of deliberate mishandling or negligent processing. Use every effort to prevent and/or limit springs from nesting (interlocking) together while being heat treated. Note: if more than one heat treat lot is necessary to complete this order, contact HSC for written approval prior to processing.

10 Nondestructive Test (NDT) Reports:

Unless otherwise specified, NDT shall be performed on 100% of the lot. The supplier shall furnish a certified test report that shows that the required NDT (i.e. penetrant inspection, magnetic particle inspection, radiographic inspection, ultrasonic inspection, etc.) test was performed on all delivered products. The test report shall be issued by the organization that actually performed the NDT and include:

- A. a complete description of the test, test name, specification, revision, type, method, etc.
- B. the acceptance criteria document number and revision, that applies to the NDT operation
- C. the number and revision level of the NDT procedure used, and
- D. when applicable, identity of the qualified/certified personnel who performed the NDT

11 Final Inspection and Sampling Inspection:

Prior to shipment, the supplier shall perform a final inspection as required to substantiate all purchase order, specification and/or drawing requirements. Unless otherwise specified, sampling plans used for product acceptance shall have an accept number of "0" and reject number of "1". (No defects permitted)

11-1 Final Inspection Reports:

Supplier shall provide an inspection report signed and dated by qualified personnel indicating that all applicable drawing characteristics have been inspected and accepted. This report must include actual results obtained by the supplier for each applicable drawing feature.

11-2 First Article Inspection Report (FAIR):

The supplier shall perform a First Article Inspection (FAI) in accordance with the requirements of the current revision of SAE AS9102. Excess products, remaining from a previous production lot, may not be used to fulfill the FAIR requirements. The supplier shall furnish a copy of the completed FAIR with the initial delivery. Delta FAIR's shall be submitted when there is a revision change to the drawing.

12 Key Characteristics:

This order requires statistical control of selected KEY characteristics. Supplier must maintain a system for control of the selected "key's" and provide Cpk data with the shipment. Unless otherwise specified, key characteristic control shall be in accordance with AS9103 or equivalent.

13 Nonconforming Material:

The supplier shall immediately notify HSC in the event that the supplier creates or notices a nonconformance during the performance of work under this purchasing agreement. Authority to ship nonconforming material must be obtained through HSC and/or HSC's customer. Nonconforming material shipped without prior approval is subject to return at the supplier's expense. *Supplier is required to immediately notify HSC in writing (within 24 hours) if the supplier discovers a nonconformance in product already delivered.*

14 Fixed (Locked) Process:

Supplier's process requires formal approval from HSC and/or HSC's end customer. The date of the approval and the approved process number (where applicable) must be included on the supplier's certification of conformance. Supplier shall notify HSC and/or the end customer prior to making any changes to the process including changes of suppliers, equipment or facility location. These types of changes must be communicated in writing so that a determination can be made as to whether the change(s) warrant re-approval of the process.

15 Parker Hannifin (GTFSD) PD1000:

This product is for a Parker Hannifin GTFSD end use application. The applicable sections of PD1000 (Latest revision) apply and are incorporated into this purchase order.

16 Collins Aerospace: Formerly United Technologies Corporation (UTC):

This product is for a Collins Aerospace end use application. The applicable sections of ASQR-01 (Latest Revision) apply and are incorporated into this purchase order. For Pratt & Whitney Canada, SQOP: 01-01 Latest revision also applies.

16-1 Collins Aerospace Flight Safety Part (FSP):

This part is classified as a Flight Safety Part and requires control per HS16199. Supplier's process must be approved by **Collins Aerospace** Flight Safety Review Board on initial shipment. Supplier is required to handle and package product with care and maintain records for a minimum of 40 years. Contact HSC Quality Assurance for latest copy of HS16199.

17 Honeywell Aerospace:

This product is for a Honeywell Aerospace end use application. The requirements of the latest revision of Supplemental Purchase Order Conditions Manual (SPOC Manual) apply and are incorporated into this purchase order. Supplier is required to include all applicable SPOC's on the Certificate of Conformance.

17-1 Honeywell Supplemental PO Provisions

- A. Supplemental PO Provisions Under Foreign Military Financed (FMFM) Contracts Apply. Reference Honeywell SPFMF v. 08-00.
- B. Supplement Provisions for Government Commercial Items (GCIs) Apply. Reference Honeywell SPGCI v. 11-12.
- C. Supplemental PO Provisions Under Fixed Price U.S. Government Contracts Apply. Reference Honeywell SP/FFP v. 11-12.

18 Woodward Governor WPQR-9100

This product is for a Woodward Governor application. The requirements of WPQR-9100 latest revision apply. A thirty (30) year record retention period is invoked for work performed against this purchasing agreement.

19 GE Aircraft Engine VSE Parts:

This part has been identified by GEAE as a "vendor substantiated" (VSE) part. Supplier must be included on the GEAE approved vendor listing and the process being performed must be approved by GEAE. Changes to the processes are not permitted without prior written approval from GEAE.

20 Deleted

20-1 Commercial Nuclear Power Application:

This product is for a commercial nuclear power application. The requirements of NQA-1, 10CFR50, Appendix B and 10CFR Part 21 apply and are incorporated into this purchase order.

21 Prime Contractor Application:

Unless otherwise specified, the Supplier shall be included on the selected Prime Contractor's and/or HSC's Customer Approved Vendor List (AVL) for the process to be performed and must confirm approval status prior to completing work against this purchase order. Certificate of Conformance shall include the approved vendor number assigned by the selected Prime/Customer (where applicable) or it shall include a statement indicating that the supplier is approved by the selected Prime Contractor and/or HSC Customer. Additionally, the supplier shall be responsible for meeting the prime contractors and/or HSC Customer's governing Quality System Requirements. Supplier shall notify HSC immediately if approval status is unknown or if the Supplier is not included on or has been removed from the applicable AVL.

- A. GEAE
- B. Pratt & Whitney **America**
- C. Rolls Royce
- D. Boeing
- E. Airbus
- F. Northrop Grumman
- G. Lockheed Martin
- H. Bell Helicopter
- I. Embraer
- J. Sikorski
- K. Honeywell Aerospace
- L. **Collins Aerospace –FKA** Hamilton Sundstrand (UTC)
- M. Woodward Governor
- N. Eaton Aerospace
- O. **Collins Aerospace - FKA** Goodrich Corporation (UTC)
- P. Parker Hannifin – GTFSD (Advanced Atomization Technologies)
- Q. Parker Hannifin (HSD)
- R. Parker Hannifin (CSD)
- S. Triumph Aerospace
- T. Deleted
- U. General Dynamics
- V. Arkwin Industries
- W. US Department of Defense (DOD)
- X. VACCO Industries
- Y. Moog, Inc.
- Z. Gulfstream Aerospace
- AA. Pratt & Whitney Canada**

22 Intended Use:

The parts processed are intended for use in the following Industry:

- A. Aerospace Industry
- B. Commercial Nuclear Power Industry
- C. Deleted
- D. Industrial/ Commercial Industry
- E. Military Armament Industry
- F. Medical Industry

23 Protection of Product During Transit:

All material or parts delivered against this purchase order must be packaged in a manner that prevents contamination (FOD), damage and/or loss during transit. The supplier may be held liable for product rendered unsuitable for use or for product that is lost during transit due to negligent or inappropriate packaging and shipping practices.

24 Mercury Free Statement:

Supplier's Certification of Conformance must include the following statement: **"THE SELLER HEREBY CERTIFIES THAT THE PARTS/ MATERIAL LISTED IN THIS CERTIFICATION HAVE NOT COME IN DIRECT CONTACT WITH MERCURY OR MERCURY CONTAINING DEVICES"**. Equipment containing mercury or mercury compounds shall not be used in the production, processing and/or testing of product under this purchase order.

25 ITAR/EAR Compliance:

The data attached/enclosed with this purchase order may contain information (including technology and technical data) which is subject to the U.S. International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). This information may not be exported, released or disclosed to foreign persons either inside or outside the United States without first obtaining the proper U.S. Export License or written authorization.

26 Quality Requirements:

Supplier shall comply with the following requirements specified in MIL-I-45208 Rev. A:

- A. Amendment #1: records as prescribed in MIL-I-45208A, paragraph 3.2.2 are to be retained by the vendor for a minimum of (7) years after completion of contract.
- B. Government Inspection Requirements per MIL-I-45208A, paragraph 3.11.1: 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.
- C. Purchasing Documents per MIL-I-45208, paragraph 3.11.2:
On receipt of this order, promptly furnish a copy to the Government Representative who normally services your plant or, if none, to the nearest Army, Navy, Air Force, or Defense Supply Agency inspection office. In the event that the representative cannot be located, our purchasing agent should be notified immediately.

27 False and Fraud (Deliberate Malpractice):

The following statement must appear on all documents/certifications provided to HSC under this purchase order:

“THE RECORDING OF FALSE, FICTITIOUS OR FRAUDULENT STATEMENTS OR ENTRIES ON THIS DOCUMENT MAY BE PUNISHED AS A FELONY UNDER FEDERAL STATUTE”

This purchase order and activities hereunder are within the jurisdiction of the Atomic Energy Commission and/or the Department of the Navy. Any knowing and willful act to falsify, conceal, or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable federal statutes. The Seller agrees that all employees engaged in the performance of this purchase order shall be, if they have not been previously, informed in writing prior to their commencing performance of work under this purchase order that there is a risk of Federal criminal penalties associated with any falsification, concealment or misrepresentation in connection with the performance of work under this purchase order. The Seller further agrees that a signed statement shall be if it has not been previously obtained from said employees prior to their commencing performance of work under this purchase order that they have been so informed. Such statement shall be retained by the Seller for at least three (3) years after final payment under this purchase order. An acceptable form of such written statements is substantially as follows: The Seller agrees to include the following statement preprinted on each Manufacturing or test record used in conjunction with this purchase order: “The recording of false, fictitious or fraudulent statements or entries on this document may be punished as a felony under Federal statutes including Federal Law Title 18, Chapter 47”. The Seller agrees to include this article, including this paragraph D, in every subcontract or lower-tier purchase order issued hereunder.

28 Transmission Abroad of Equipment or Technical Data:

Except with prior written consent of the Contracting Officer, the Contractor shall not at any time during or after the performance of this contract transmit or authorize the transmittal of any equipment or technical data as defined below, (1) outside the United States or (2) irrespective of location, (i) to any foreign national not working on this contract or on subcontract hereunder, (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any government, or (iv) to any international organization.

(1) “United States” means the States, the District of Columbia, Puerto Rico, American Samoa, the Central Zone, the Virgin Islands, Guam and any area subject to the complete sovereignty of the United States. (2) “Equipment” means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts and models thereof. (3) “Technical Data” means all professional, scientific or technical information and data produced and prepared for the performance of this contract or for the operation, maintenance, evaluation or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions and drawings or other graphical representations. Technical Data does not include such information and data on standard commercial supplies and component parts in or in connection with any item or component part thereof, specified to be delivered under this contract.

(4) “Foreign national or immigrant alien” means a person not a United States Citizen or United States National. United States Citizens acting as agents for foreign concerns are considered to be foreign nationals for industrial security purposes and the purpose of this restriction.