



## PURCHASE ORDER - GENERAL TERMS & CONDITIONS

**1.0 ACCEPTANCE OF PURCHASE ORDERS.** This order is Glenair's offer to purchase the goods and/or services specified according to the terms and conditions specified herein. The Purchase Order together with any attachments specifically incorporated or referenced along with these General Terms and Conditions contain the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Glenair and the Seller. This Agreement shall be binding upon the successors and assigns of the parties. In the event that any Glenair Purchase Order does not state a price or delivery date, Glenair will not be bound to any price or delivery date to which it has not specifically agreed in writing.

**1.1 REFERENCE DOCUMENTS.** When industry, military and/or regulatory standards are specified on the Glenair purchase order, the manufacturing and/or processing of Glenair product shall be in accordance with the current issue of the cited standards in effect as of the date of the purchase order. Note that if a specific revision is indicated on the purchaser order, the requirements of the specification at that revision level shall be imposed; and may reflect an older revision of the specification. However, nothing supersedes applicable laws and regulations unless a specific exemption has been obtained.

**2.0 CHANGES.** No changes, modifications or revisions to this order shall be valid unless in writing and signed by Glenair's Buyer. Glenair's Buyer may at any time, by written notice, make changes within the general scope of this order to drawings and specifications, shipping instructions, quantities, and delivery schedules. Should any such change increase or decrease the cost, or the time required for performance of the order, an equitable adjustment in the price and/or delivery schedules will be made. Any claims for adjustment by Seller must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon and should be accompanied by an estimate of charges for redundant material and/or work in process. No claim by Seller for actual cost of redundant material or work in process resulting from any such change will be valid unless submitted within six months from the date of such change, or such longer period as may be authorized by Glenair's Buyer in writing. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

**3.0 PACKING, SHIPMENT AND DELIVERY.** All packing shall be at Seller's expense, in suitable containers for protection in shipment and storage. Packing must conform to applicable carrier regulations. Packing lists shall accompany each shipment, showing the Glenair Purchase Order number and material description. Delivery schedule is of the essence. Seller will be held liable for damages suffered by Glenair due late deliveries. Acceptance by Glenair of any items after delivery date shall not be deemed a waiver of any rights or any damages suffered, and shall only be an attempt by Glenair to mitigate such damages. Failure by Seller to complete delivery within the time specified shall in addition to other rights and remedies, relieve Glenair of obligation to accept and pay for goods and/or services ordered.

**4.0 INSPECTION / ACCEPTANCE AND QUALITY CONTROL.** All goods and/or services ordered are subject to final inspection and acceptance at Glenair and at ultimate destination, notwithstanding any prior payment or inspection and acceptance. Glenair may reject and hold at Seller's expense, subject to Seller's disposal or return to Seller at Seller's expense, all material or articles not conforming to applicable drawings, specifications, samples, or as defined in the Purchase Order. Seller agrees to replace at its expense or, at Glenair Buyer's option, to refund the price of any articles which fail to meet the requirements of applicable drawings, specifications, samples, or descriptions as ordered. The Seller is cautioned to examine carefully all referenced documentation that in total describes the product or service, the quality, the records and the controls that are required for adequate conformance. The requirements of listed and supplementary documents are mandatory to the extent they are applicable to the product or service furnished unless specific exemption in writing is obtained from Glenair. Parts and materials furnished as part of the delivered item or, in the case of distributors, furnished as the delivered item shall have been purchased in a manner that ensures conformance to the applicable specifications and is subject to adequate controls. All supplied paperwork (certifications, shippers, etc.) must all reference back to the Glenair Purchase Order Number, regardless of origin of paperwork. The Seller must tie all paperwork together with reference numbers. Additional Glenair Supplier Requirements / Quality Clauses will be identified on the Purchase Order as Q-Clauses (e.g.: Q-1, Q-2, etc.). Quality Clause definitions are presented in Appendix-A at the end of this document. Glenair must be informed immediately (not to exceed 24 hours or the next business day) of suspect nonconforming product shipped regardless of destination or date shipped. Notification shall be provided to Glenair Buyer

identified on the Purchase Order. Acceptance of this Purchase Order by the Seller constitutes acceptance of the applicable Q-Clauses without claim for additional costs.

**4.1 NOTICE OF ESCAPE.** If and when a Glenair Supplier identifies or becomes aware of a nonconforming part and / or service that has escaped from the sellers facility and delivered to Glenair, the seller shall provide a written notification of nonconformity escape, addressed to Glenair, the Glenair Buyer identified on the Purchase Order, and on the sellers own letterhead within one (1) business day of the discovery. The notification of the discrepancy documentation must include a clear and concise description of the discrepancy which includes as a minimum; part numbers affected, purchase order numbers, quantity, the date the parts were delivered to Glenair, date of manufacture, traceability Information (such as serial numbers, heat lot number, batch number, lot, date code, etc.), all test/inspection documentation data, and any information regarding rejection and containment actions taken by the seller. Additionally, evidence of immediate corrective action / containment as well as the root cause and corrective action taken by the seller shall be kept on file and available to Glenair upon request along with additional information to support the sellers internal investigation analysis.

**5.0 WARRANTY.** Seller warrants that all goods and/or services supplied or furnished hereunder will be free from defects in material and workmanship and will conform to applicable specifications, drawings, samples, and descriptions as ordered; and if of Seller's design, will be free from design defects. Such warranties shall remain in effect for a period of six (6) months after each item is applied to use intended, except if intended for use in products to be delivered to customers of Glenair, such warranties shall remain in effect for a period of six (6) months after delivery of such products to Glenair's customer. Such warranties shall be in addition to any other warranty or service guarantee of Seller and any warranties imposed by law. All warranties and service guarantees shall be equally applicable to Glenair and its customers.

#### **5.1 RECALLS/GIDEPS.**

- (a) If any governmental agency with jurisdiction over the recall of any goods supplied hereunder provides written notice to Glenair or Seller, or Glenair or Seller has a reasonable basis to conclude, that any goods supplied hereunder could possibly create a potential safety hazard or unsafe condition, pose an unreasonable risk of serious injury or death, contain a defect or a quality or performance deficiency, or are not in compliance with any applicable code, standard or legal requirement so as to make it advisable or required that such goods be recalled and/or repaired, Seller shall promptly communicate such relevant information to Glenair and promptly respond to any requests for information by Glenair relating to the goods considered for recall. For the avoidance of doubt, this section applies to and includes alerts and actions taken or issued by the Defense Logistics Agency (DLA), Defense Contract Management Agency (DCMA), or (pursuant to) Government Industry Data Exchange Program (GIDEP).
- (b) Corrective Action Plan. If a recall is required under applicable laws or Glenair determines that a recall is advisable, Glenair may request that Seller promptly develop corrective action plan(s) (collectively, the "**Seller's Corrective Action Plan**"), which shall include all actions required by applicable laws or regulatory requirements, and provide Glenair with an opportunity to review and approve such Seller's Corrective Action Plan. Alternatively, Glenair may develop corrective action plan(s) (collectively, "**Glenair's Corrective Action Plan**"), which shall include all actions required by applicable laws or regulatory requirements, and will provide Seller with an opportunity to review such plan. Seller and Glenair agree to cooperate and work together to ensure that any such Corrective Action Plan is acceptable to both parties prior to its implementation, provided, however, that nothing contained in this Section shall preclude Glenair from taking any corrective action or making any filings or disclosures, and in such event, Seller shall cooperate with and assist Glenair in any corrective actions and/or filings or disclosure it undertakes.
- (c) Remedies. To the extent such recall is determined to have been caused by a defect, quality, performance or other deficiency, non-conformance or non-compliance, with the articles or materials delivered by Seller and/or the Seller Group, Glenair shall be entitled to take the actions or ask Seller to take the actions as set forth in Section 4 above, all at Seller's cost. *Inter alia*, Seller shall reimburse Buyer for all damages and costs incurred by Buyer in connection with any recall, repair, replacement or refund program, including without limitation, all costs related to: (i) investigating and/or inspecting the affected goods, including to determine whether a recall is needed; (ii) locating, identifying and notifying Glenair's customers; (iii) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods, including from alternative sources; (iv) packing and shipping the recalled goods; and (v) media notifications. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

**6.0 RESPONSIBILITY FOR PROPERTY.** Seller shall be responsible for all property and supplies covered by this order until delivery to specified delivery point and shall bear all risks for rejected property and supplies after notice of rejection. Seller shall be liable for any loss or destruction of, or damage to, property furnished to Seller by Glenair or Glenair's Customers, and shall be responsible for returning any such property in as good condition as when received, except for reasonable wear and tear, or for the utilization of such property in accordance with the provisions of this order. With respect to Government property, Seller agrees to comply with Federal Acquisition Regulation 52.245-1 (Government Property). Seller shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Glenair or its Customers

**7.0 RIGHT OF ENTRY.** During Purchase Order performance, Glenair or its representative, Glenair's customer, or regulatory authorities reserve the right to visit the supplier's facilities to monitor the items being manufactured for Glenair. The representative may audit the product, production/manufacturing processes, the Quality Management/Inspection System, and all applicable records to determine compliance with quality and/or Purchase Order requirements. Whenever possible, advance notification of such visits will be made to avoid schedule disruption.

**8.0 QUALIFICATION.** If qualification as called out on drawing or specification is required on any item called for in this Purchase Order, such items cannot be shipped until items have been accepted through qualification tests, or deviations have been granted in writing from the Glenair Buyer to ship prior to completion of tests, notwithstanding the qualification clause on the drawing or specification. Nothing in this section (8.0) is intended to prevent the continued production of items, as required to meet delivery schedule called for by the Purchase Order.

**9.0 TOOLING AND MATERIAL.** If this order is for tooling or rework or re-identification of tooling, title to such tooling shall vest in Glenair unless otherwise stated on the Purchase Order. Title to, and the right of immediate possession of, all tooling and material furnished by Glenair to Seller shall remain in Glenair. All tooling ordered and tooling and material furnished by Glenair shall be used solely in the performance of work ordered by Glenair. It is the Seller's responsibility to verify the accuracy, quality or suitability of any tooling or material supplied by Glenair when used to produce goods and/or services under the requirements of this order. All such tooling shall be maintained in good condition and shall be permanently identified with the Glenair name and part number. Such tooling and material shall be subject at all times to disposition as Glenair may direct. Seller agrees to maintain inventory control of all such tooling and property and to furnish inventories thereof if required by Glenair.

**10.0 APPROVED VENDORS** Glenair maintains an Approved Vendors List (AVL). These Sellers are qualified by audit results and are subject to continuing performance measurements based on both conformance to requirements and delivery performance. Late shipments or the shipment of discrepant material will affect a Seller's approval rating, and can cause disqualification.

**11.0 INVOICES AND PAYMENT.** Unless otherwise provided in this order, no invoices shall be issued nor payments made prior to delivery. Invoices must be issued per shipment. Unless freight and other charges are itemized, any discount will be taken on full invoice amount. Payments are subject to adjustment for shortage/rejection. Payment terms are net thirty (30) days, after the date Seller's invoice is received by Glenair. All invoices shall include Glenair Purchase Order Number, item number and description, and unit price. Tooling invoices shall be submitted only after acceptance by Glenair of sample or production parts made by such tooling and must be accompanied by Seller's certification that each tool is completed and satisfactory for the use for which it is intended. Tooling invoices shall include the Glenair Purchase Order number, the number of the part fabricated and the price of each tool.

**12.0 TAXES.** The price stated on the face of the Purchase Order shall include any and all taxes and other governmental charges, now imposed upon the production, sale, shipment, or use of the materials and Seller shall pay and discharge all such taxes and charges without reimbursement from Glenair.

**13.0 TERMINATION AND DEFAULTS.**

(a) Glenair may terminate this order in whole or in part at any time by written notice (including facsimile and electronic mail systems) to Seller and such termination shall not constitute default. Glenair and Seller shall have all rights and obligations at law and in equity, including Glenair's rights to title and possession of goods paid for. Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit for work performed to date of termination. Glenair may take immediate possession of all work performed upon notice of termination. Seller agrees that it will not include in any claim submitted hereunder any direct cost of engineering and/or development or

any cost for special tooling unless specifically ordered by Glenair. Seller's obligations under the warranty and confidentiality provisions of this agreement shall survive such termination.

- (b) Glenair may, by written notice (including facsimile and electronic mail systems) of default to Seller, terminate the whole or any part of this order in any one of the following circumstances: (i) if Seller fails to make delivery of the supplies to perform the services within the time specified herein or any extension thereof; or (ii) Seller fails to perform any of the provisions of this order or fails to make progress thus endangering performance of this order in accordance with its terms and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as Glenair may authorize in writing) after receipt of notice from Glenair specifying such failure; or (iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or (iv) if Seller fails to provide written assurance of due performance, within a reasonable time after demand by Glenair; or (v) prime contract is terminated for convenience by the Government or other agency.
- (c) If this order is so terminated under section (b) for items (i) through (iv), Glenair may procure or otherwise obtain, in the terms and manner as Glenair deems appropriate, supplies or services similar to those terminated. Seller, subject to the exceptions set forth below shall be liable to Glenair for any excess costs of similar supplies or services along with additional administrative costs tied to reprourement actions.
- (d) At or after termination as requested, Seller shall transfer title and deliver to Glenair complete articles, partially completed articles and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights that Seller has produced or acquired for the performance of the terminated part of the order, and Glenair will pay Seller the contract price for completed articles delivered to and accepted by Glenair and the fair value of the other property of Seller so requested and delivered.
- (e) Seller shall continue performance of this order to the extent not terminated. Glenair shall have no obligations to Seller for the terminated part of this order except as provided herein. Glenair's rights as set forth herein shall be in addition to other rights set forth by law in case of Seller's default.

**14.0 INSOLVENCY.** In the event of the institution of any proceedings by or against either party in bankruptcy or insolvency or under any provisions of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of either party, the other party may terminate this order without further cost or liability.

**15.0 ASSIGNMENT.** Neither this order nor any interest under it shall be assigned by Seller without the prior written consent of Glenair, except that claims for monies due or to become due under this order may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, by Seller without such consent. Glenair shall be furnished with two signed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff for any present or future claim or claims which Glenair may have against Seller except to the extent that any such claims are expressly waived in writing by Glenair. Glenair reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this order, notwithstanding any assignment of claims for monies due or to become due hereunder and without notice to the assignee.

**16.0 LABOR DISPUTES.** Seller agrees that whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof to Glenair. This requirement will flow down to Seller's subcontractors under this order.

**17.0 CLEARANCE OF MATERIAL INTENDED FOR PUBLIC RELEASE.** No news release, advertisements, public announcement, denial or confirmation of same relating to any part of the subject matter of this shall be made directly or indirectly without prior written consent from Glenair.

**18.0 REPRODUCTIONS RIGHTS / CONFIDENTIALITY.** Glenair does not grant to Seller any reproduction rights to the articles ordered or any rights to use designs, drawings, or other information belonging to or supplied by Glenair in the manufacture or design of articles or materials for anyone other than Glenair. Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Glenair and use such items only in the production of items under this order or other orders from Glenair, and not otherwise, unless Glenair's written consent is first obtained. Upon written notice to Glenair, Seller shall have the right to use such items in the manufacture of end items for direct sale to the Government to the extent the Government has the right under its prime contracts with Glenair to authorize such use by Seller. Upon completion or termination of this order, Seller shall return all such items to Glenair or seek disposition directions from Glenair.

**19.0 PATENTS.** To the extent that the items ordered are manufactured to designs not originated by Glenair, Seller guarantees that the sale and/or use of such items delivered hereunder will not infringe any United States or foreign patents, and agrees to indemnify and hold Glenair and/or its customers harmless from any expense, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to such items, and to defend, at its own expense, any action or claims in which such infringement is alleged, provided Seller is notified as to such actions or claims against Glenair.

**20.0 INDEMNIFICATION.**

- (a) In the event Seller's employees, agents, or subcontractors enter premises occupied by or under the control of Glenair in the performance of this order, Seller agrees that it will indemnify and hold harmless Glenair, its directors, officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury arising as a result of, or in connection with such performance. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable limits covering the obligations set forth in this section and will maintain proper worker's compensation insurance covering all employees performing this order. Seller agrees to provide proof of such insurance coverage promptly upon request by Glenair.
- (b) Seller agrees to indemnify Glenair against loss, cost, liability or damage by reason of Seller's violation of any applicable law, executive order or regulation.

**21.0 COMPLIANCE WITH LAW.**

- (a) Seller warrants that all equipment and materials delivered under this order conform to all relevant Federal, State, Occupational Safety & Health Administration (OSHA) and other worker safety requirements.
- (b) Seller warrants that in the performance of this order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials, and any other pertinent federal, state or local statutes, laws, rules or regulations, and Seller further agrees to hold Glenair harmless from any loss, damage, fine, penalty, or expense whatsoever that Glenair may suffer as a result of Seller's failure to comply with this warranty.
- (c) Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Glenair any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. Any breach of this warranty shall be a material breach of each and every contract between Glenair and Seller.
- (d) Seller certifies that the goods furnished hereunder have been or will be produced in compliance with applicable requirements under the Fair Labor Standards Act, as amended, and regulations and applicable orders of the United States Department of Labor.
- (e) Pursuant to the terms and conditions of Glenair's higher tier/overarching contracts with prime US government contractors, Seller shall comply with the following Federal Acquisition Regulation ("FAR") clauses, and Code(s) of Federal Regulations ("CFR"): 52.222-21 (Prohibition of Segregated Facilities), 52.222-26 (Equal Opportunity Employment), 52.222-50 (Combating Trafficking in Persons), 52.223-18 (Contractor Policy to Ban Text Messaging While Driving); and 41 CFR 60-741.5 (Affirmative Action for Workers with Disabilities). In addition, Glenair may be required to flow down additional required clauses in future contracts, and Seller shall be bound thereby upon notice thereof. Seller shall flow down all such requirements to any and all subcontractors.
- (f) Seller warrants that in the performance of this order, it will comply with all applicable U.S. export control regulations including, without limitation, ITAR and EAR, and Seller further agrees to indemnify and hold Glenair harmless from any loss, damage, fine, penalty, or expense whatsoever that Glenair may suffer as a result of Seller's failure to comply with this warranty.

**22.0 INDEPENDENT CONTRACTOR STATUS.** Seller shall perform its duties under this Agreement as an independent contractor and not as an agent or employee of Glenair. The relationship between the parties shall remain that of independent contractors and nothing herein shall imply any joint venture or employment relationship. Seller shall not in any way by oral or written statements or other conduct represent itself as being other than an independent contractor, without any power to bind Glenair.

**23.0 JURISDICTION.** This Agreement shall be construed under the laws of the State of California.

**24.0 DISPUTES.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

**25.0 LANGUAGE.** All written communication/correspondence is to be in English.

**26.0 ENVIRONMENTAL HEALTH AND SAFETY PERFORMANCE.** Seller acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Contract. Glenair expects that Seller's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Seller shall not deliver Goods that contain any asbestos mineral fibers.

**27.0 ACCEPTANCE AUTHORITY MEDIA (AAM).** When Acceptance Authority Media (stamps, electronic signature, passwords etc.) are used by the seller for product compliance, it shall be controlled to the extent necessary for traceability to authorized personnel, remain legible, safeguarded against unauthorized use, and capable of repossession for unauthorized and/or negligent use. The seller shall, upon Glenair request, be able to demonstrate evidence of compliance and communication to its employees; use of AAM must be considered as a personal warranty of compliance and product conformity.

**28.0 PERSONNEL AWARENESS.** Seller acknowledges and accepts full and sole responsibility to maintain an environment that ensures the quality management system includes provisions for the awareness of all personnel for the following:

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

**APPENDIX – A****GLENAIR SUPPLIER REQUIREMENTS / QUALITY CLAUSES:  
The following special clauses apply when invoked on the face of the Purchase Order:**

**Q01 DISCREPANCIES** During the performance of the Purchase Order, any deviations noted from established drawings or specifications must be reported to Glenair's Buyer immediately. Material Review Board (MRB) authority is not delegated to the Seller. The Seller may request a deviation and/or clarification to a requirement (Form PURF001 - Supplier Deviation/Clarification Request is available for this purpose) to the Glenair Buyer for review and approval prior to completing work/delivery. No deviation will be considered approved without written confirmation of the fact. Under no circumstances are repairs to be undertaken without prior written approval. A copy of the approval shall be supplied with the shipment.

**Q02 CORRECTIVE ACTION** Acceptance of this Purchase Order obligates Seller to perform, upon request, a written corrective action investigation when Glenair receives discrepant material. A corrective action report shall be furnished, within thirty (30) days, which is specific and conclusive to prevent a recurrence of the discrepancy.

**Q03 SELLER CONTROLLED PARTS** Items purchased under this Purchase Order for which no Glenair drawing exists (being proprietary with Seller or under his design cognizance) will be accompanied on the initial shipment by a copy of Seller's drawing, specifications, catalog page, etc., to facilitate Glenair's Receiving Inspection. It is understood that data supplied is not expected to be of a sensitive proprietary type. Seller shall notify Glenair in writing of any changes proposed in product design, fabrication, methods, materials or processes of proprietary products, including those procured from secondary sources and/or included in assembled components as ordered, and shall obtain Glenair Buyer's approval prior to supplying such products under this order. In the event of approval, Seller shall identify those articles on which the change is incorporated.

**Q04 GOVERNMENT SOURCE INSPECTION** Government Inspection is required prior to shipment from your facility. Upon receipt of this order, promptly notify the Government Representative who normally services your facility so that appropriate planning for Government Inspection can be accomplished. The Seller shall give a minimum of a 72-hour notice prior to required inspection. In the event the representative or office cannot be located, contact Glenair Buyer identified on this Purchase Order immediately. A reproducible copy of Government Source Inspection shall be submitted with each shipment.

**Q05 GLENAIR SOURCE INSPECTION** Source Inspection shall be conducted by Glenair Quality Representative at Seller's facilities or where designated in the contract prior to shipment. Seller shall provide at least 3 days prior notice to Glenair's Buyer of date that acceptance is required. Where Seller causes Glenair's inspectors to make unnecessary trips due to erroneous information, or repeatedly submits requests for inspection of material not in accordance with the specifications of this order, Glenair reserves the right to charge the cost of such trips to Seller. Acceptance of product at source is considered preliminary. Final acceptance will be at Glenair's facility or ultimate destination. Seller is required to provide all requisite equipment, records, reports, etc. to facilitate the work of Glenair's inspector, and to verify any physical or functional specifications as may be requested by the inspector in the course of the inspection.

**Q06 INSPECTION SYSTEM** DELETED/SUPERCEDED BY Q07

**Q07 QUALITY MANAGEMENT SYSTEM** Seller shall maintain a quality management system that complies with the latest version requirements of AS9100, ISO 9001, MIL-STD-790, NADCAP, ISO 17025, or TS16949 and is certified by a recognized certified accreditation body agency. Compliance with a recognized industry inspection system requirement (i.e. MIL-I-45208 or equivalent) is acceptable; subject to review and approval by a Glenair's Quality Assurance representative. Notwithstanding the provisions of this clause, the Seller is in no way relieved of the final responsibility for the supplies or services ordered.

**Q08 CALIBRATION SYSTEM / SERVICES** Seller shall maintain a calibration system that complies with the applicable requirements and latest revision of ISO 10012, ISO 17205 or ANSI/NCSL Z540 or equivalent. If ANSI/NCSL Z540 is applicable, the Handbook shall be used as the interpretive guide. This system shall be subject to review by Glenair's Quality Assurance Representative. Seller of calibration services shall provide certification that such services were accomplished utilizing standards traceable to National Institute of Standards and Technology

**Q09 CERTIFICATION OF COMPLIANCE** Seller shall submit with each shipment a certificate by Seller's Quality Representative that the materials furnished to Glenair are in conformance with applicable requirements of the contract, drawings and specifications. The certificate shall be signed by the Quality Representative and include their name and title legibly printed on the certificate of compliance (C of C). Material/Processes that have been tested to a specification must reference that specification and any applicable Class, Grade, or method within the specification. This certificate shall also affirm that supporting documentation is on file with a reference back to Glenair PO# regardless of origin of paperwork and will be made available to Glenair or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. Expiration of records shall be disposed of by the seller as such to render them unusable or unidentifiable unless otherwise specified by Glenair. An example of an acceptable statement of certification of conformance is as follows: "This is to certify that all items noted above are in conformance with the Purchase Order, contract, drawings, specification and other applicable documentation and that all process certifications, chemical and physical test reports required are on file at this facility and are available for review".

**Q10 INSPECTION / TEST DATA** A copy of final inspection/test data for all units shall accompany shipments made against this order. Data sheets shall be identified with, as a minimum, Seller's name, Glenair Purchase Order Number, part number and revision level, and date of tests. Characteristics being tested shall be identified by name of test, applicable drawing or specification paragraph, inspection test limits, and method of testing along with results of the tests.

**Q11 GLENAIR FIRST ARTICLE INSPECTION** Items produced under this purchase order are subject to the approval of a First Article sample at Glenair. Seller should deliver one sample, (or more as requested) which represents in all aspects, the items to be delivered, and await approval before shipping the remainder of the order. Manufacture of the remainder prior to the First Article Approval is at the risk of the Seller.

**Q12 SELLER FIRST ARTICLE INSPECTION** The Seller shall create or select a first article inspection sample, and perform a complete AS9102 First Article Inspection Report to all drawing requirements. The AS9102 First Article Inspection Report shall be submitted and approved by Quality Engineering prior to acceptance of seller's product. The part the first article was performed on shall be appropriately identified in the delivery.

**Q13 ACCEPTANCE TEST PROCEDURE** Two copies of proposed Acceptance Inspection/Test Procedure for the inspection/test specified in the applicable specifications shall be submitted for Glenair's approval thirty (30) days prior to acceptance. The procedure format shall include the parameters to be measured, step by step method of test, test equipment required, and provisions for recording results in such a manner as to permit recording of each required performance in a clear and concise form. When these procedures make reference to test fixtures for acceptance testing, a drawing or schematic of the test fixtures shall be supplied.

**Q14 MERCURY EXCLUSION** Each shipment made against this Purchase Order must contain a statement certifying that the item(s) supplied contain no metallic mercury or mercury compounds, and that Seller has taken responsible steps to ensure that the item(s) are not contaminated with metallic mercury or mercury compounds. The certification shall reference order number, part number, description and quantity shipped.

**Q15 PURE TIN EXCLUSION** Unalloyed or commercially pure tin or tin coatings shall not be used as a final finish without prior written approval from Glenair. Solderable component leads or surfaces (including wire) must meet the latest issue of the requirements for solderability per MIL-STD-202 Method 208 and/or ANSI/J-STD-002. Leads, pins and terminals of components or parts susceptible to oxidation shall be protected by adequate packaging to minimize oxidation during storage and shipment.

**Q16 SPECIAL PROCESS APPROVAL** Seller shall have on file and available for review, certifications of special processes performed by sub-tier suppliers such as heat treating, finishing, etc. Special processes are defined as an operation performed on an Item where the operation is not readily conducive to being inspected subsequent to its conclusion. Special processes such as soldering, welding, heat treating, electro and electro-less plating, brazing, anodizing, chemical films and non-destructive testing shall require Glenair's prior approval of processes, procedures and personnel as applicable. This approval must be established with Glenair prior to fabrication under this contract. Seller is responsible for, and shall certify, special process specification compliance by all of his subcontractors. Seller shall maintain objective evidence thereof.



**Q17 SERIAL NUMBERS** Seller shall assign permanent, individual serial numbers to all items shipped under this Purchase Order. If Glenair elects to supply these numbers, they will be listed in the Procurement Documentation. The manner of affixing the serial numbers will also be specified in the Purchase Order or the Glenair drawing. Material certifications, analysis, test bars, samples, etc., shall be correlated with each serialized item.

**Q18 LOT CONTROL** Seller shall assign a common lot control number to all items in a particular manufactured lot. For this clause, a lot is defined as a quantity that has been manufactured during an uninterrupted period of time by essentially the same personnel, following a standard process and using the same equipment/facility.

**Q19 PRODUCTION TOOLING** Acceptance of production tooling on this Purchase Order shall be contingent on inspection and acceptance by Glenair. Representation of the applicable characteristics on each of the samples produced from this tooling must conform to the dimensions and tolerances as specified on the applicable drawings and specifications. All hard tooling samples for first article inspection shall be accompanied by a first article inspection report and material certification, if the vendor is supplying the material.

**Q20 CRITICAL MATERIALS** This Purchase Order covers the procurement of materials or parts that have been designated as "critical". As a result, the following special Quality Assurance Requirements must be strictly applied.

- (a) Due to the critical application of this material, maximum confidence of material integrity and quality is necessary. Each shipment of material must be accompanied by two (2) legible and reproducible copies of certifications containing total and complete data, traceable to heat, lot or batch number. Traceability shall be achieved by a positive means of identifying material to its certification documentation.
- (b) Material certifications shall be recorded on the testing company's letterhead and signed by a duly authorized representative of that company. Certifications supplied to Glenair shall be the original material certifications or exact copies thereof. Transcription of any data from any material certification to the letterhead of another supplier, subcontractor, etc. that did not actually perform the testing is expressly prohibited.
- (c) Where the mechanical properties of the material have been altered by heat treatment or metal working processes, the mill certification, if furnished as evidence of material chemical composition, shall be accompanied by a certification which contains quantitative results of the mechanical test providing that the material supplied complies with the specification to which it was procured. The sole alternative permitted to such mill source and/or heat treatment of metal working facility certifications is a testing laboratory's quantitative chemical and mechanical test report, identifiable and traceable to the furnished deliverables.
- (d) The above requirements shall be invoked by Seller upon all suppliers/ subcontractors which process or supply material designated to be a critical item acquired under this contract.

**Q21 REQUIRED TEST SPECIMANS**

- (a) **WELDMENT SAMPLES.** With the initial shipment, Seller shall submit two (2) weldment samples representative of the welding performed on the items shipped and in accordance with the applicable specifications.
- (b) **TEST BARS.** With each shipment, Seller shall submit one (1) raw disc representative of the entire heat or melt suitable for spectrographic test and two test bars from the melt, heat forging lot, etc. from which the items supplied came. Test bars shall be identified and correlated to certifications supplied with the shipment.
- (c) **TEST COUPONS** Seller shall submit two (2) test coupons representative of the coating / finishing process performed on the items shipped and in accordance with the applicable specifications.

**Q22 SHELF LIFE** Seller shall identify all materials and articles, which have definite characteristics of quality degradation with age and/or environment. Seller shall furnish the date of manufacture and/or the shelf life expiration date on each container shipped. When environment is a factor in determining useful life, the identification shall include the storage conditions (i.e., temperature, humidity, etc.) required achieving the stated life. Glenair will not accept items where the remaining shelf life is less than 85% of total shelf life.

**Q23 ULTRASONIC INSPECTION** Seller shall perform ultrasonic inspection on all items in each shipment in accordance with the requirements of the latest issue of MIL-STD-271, and transmit a copy of the inspection report with the shipment. Glenair Buyer is to be notified immediately of any failures that are observed.

**Q24 DYE PENETRANT INSPECTION** Seller shall perform dye penetrant inspection on all items in each shipment in accordance with the requirements of the latest revision of ASTM-E1417 or other applicable drawing requirements, and transmit a copy of the inspection report with each shipment. Glenair Buyer is to be notified immediately of any failures that are observed.

**Q25 CHEMICAL, PHYSICAL AND PROCESS REPORTS** Two (2) legible and reproducible copies of actual chemical and physical test reports (country of origin / melt) along with processing certifications (plating, heat treating, welding etc.) identifiable with the material submitted shall accompany each shipment and must reference back to Glenair PO # regardless of origin of paperwork. These reports shall contain the signature and title of an authorized representative of the agency performing the tests and must assure conformance to specification requirements.

**Q26 RADIOGRAPHIC INSPECTION** Seller shall supply radiographs with each shipment to Glenair in accordance with drawing requirements. Glenair Buyer is to be notified immediately of any failures that are observed.

**Q27 MAGNETIC PARTICLE INSPECTION** Seller shall perform magnetic particle inspection on all items of each shipment in accordance with the requirements of the latest revision of ASTM-E1444 or other drawing requirements, and transmit a copy of the inspection report with each shipment. The report shall reference Glenair's Purchase Order number, drawing number, (and/or Seller's drawing number), and state inspection findings by item – each of which shall be numbered on the report and correspondingly identified in the shipment by removable tags or other means of temporary identification. Glenair Buyer is to be notified immediately of any failures that are observed.

**Q28 ELECTROSTATIC DISCHARGE** Electrostatic Discharge Protection shall be controlled for parts during receipt and through the manufacturing and inspection cycles, storage and shipping. Electrostatic Discharge Protection criteria, as a minimum, shall be in accordance with the latest version of MIL-STD-1686 or other applicable drawing requirements.

**Q29 BLANKET ORDER** Seller is authorized to produce the entire quantity of this order in one lot. In consideration thereof, Seller agrees to hold this material at his facility and make shipments in accordance with the noted shipping schedule. Further, Seller agrees to invoice only for quantities actually shipped and only at the time of actual shipment. Subject unit price represents that price which is applicable to the total quantity of the order.

**Q30 SAFETY REQUIREMENT** The Seller agrees to comply with the Glenair's safety regulations and standards as to material, tools, mechanical equipment, warning signs, barricades, etc. The Seller agrees to obtain clearance in writing from Glenair before performing any work on Glenair's premise under this order. Approval obtained on any other order shall not be valid for this order.

**Q31 FLOW DOWN REQUIREMENTS** Glenair may have key characteristics, special quality, material, process or other controls imposed on this Purchase Order. Seller shall flow down these requirements to any and all subcontractors.

**Q32 DOMESTIC SPECIALTY MATERIALS** Seller warrants that any furnished item containing specialty metals is in compliance with DFAR 252.225-7009, section 225.003(10) (was DFAR 252.225-7014 – Alternate I). Seller shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Glenair.

**Q33 OVERSEAS DROP SHIP REQUIREMENTS** Each Drop Shipment overseas must include the Packing Slip, Invoice and Copy of actual Air Way Bill (AWB). In addition to including the documents with the shipment, please e-mail all of the above to the appropriate Glenair buyer.

**Q34 SPC PROGRAM REQUIREMENTS** Seller shall establish and maintain a Statistical Process Control (SPC) program to control the quality level of products scheduled for delivery to Glenair under this Purchase Order. Seller's SPC program documentation, including objective evidence of continuous product conformance to specified requirements shall be submitted to Glenair for evaluation and approval. Seller's SPC system approved by Glenair may be accepted by Glenair in lieu of conventional final inspection of product by Seller.

**Q35 MATERIAL SAFETY DATA SHEETS (MSDS)** MSDS shall be included in each shipment of materials or chemicals that contain hazardous materials or require special attention for safe handling.

**Q36 TRACEABILITY** All items supplied under this Purchase Order shall be traceable to the raw materials used. If not supplied with the material, the information shall be made available to Glenair upon request.

**Q37 FOREIGN OBJECT DAMAGE (FOD) PREVENTION** – The Seller shall maintain a FOD control program assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Maintenance of the work area and control of tools, parts and material shall preclude the risk of FOD incidents. Prior to closing inaccessible or obscured areas and compartments during assembly the Seller shall inspect for foreign objects/materials. The Seller shall document and investigate all FOD incidents assuring elimination of the root cause.

**Q38 FACILITY RELOCATION / PROCESS CHANGE NOTIFICATION** Seller shall not change any processes or relocate any Glenair approved production, manufacturing, and/or processing facilities during performance of the work specified in the Purchase Order. Glenair shall be notified in writing of any such intended changes prior to performance against the Purchase Order and afforded an opportunity to examine and approve changes for compliance with quality requirements. If a specific test facility was previously approved by Glenair as provided for in the Purchase Order, Seller shall not change a test facility, nor use another test facility to meet specification/drawing requirements without prior written approval from Glenair. Seller shall also notify Glenair in writing when a significant change in management or ownership has occurred.

**Q39 RoHS COMPLIANCE** The Restriction of the Use of Certain Hazardous Substances (RoHS) Directive, 2002/95/EC of February 13, 2003, was enacted by the European Community to minimize the impact of end-of-life electrical and electronic equipment on the environment. The Directive bans the use of lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), and polybrominated diphenyl ethers (PBDE) in electrical and electronic products sold in the European Union beginning July 1, 2006. Seller is requested to certify the RoHS compliance status of the items supplied under this Purchase Order and provide information as needed to confirm process compatibility and traceability. The identification scheme employed must clearly differentiate compliant parts from their predecessors. In lieu of specific reporting requirements, Seller will provide material declarations based on the latest version of the IPC-1752 standard.

#### **Q40 COUNTERFEIT PART PREVENTION**

- (a)** For the purposes of this clause, Work consists of those parts delivered under this contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). Counterfeit Work means Work that is or contains items misrepresented as having been designed and/or produced under an approved 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)** Seller agrees and shall ensure that Counterfeit Work is not delivered to Glenair.
- (c)** Seller shall only purchase products to be delivered or incorporated as Work to Glenair directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor supply chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Glenair.
- (d)** Seller shall immediately notify Glenair with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Glenair, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (e)** In the event that Work delivered under this contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this contract. Notwithstanding any other provision in this contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Glenair costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Glenair may have at law, equity or under other provisions of this contract.
- (f)** This clause applies in addition to any quality provision, specification, statement of work or other provision included in this contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(g) Seller shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Glenair.

Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan using industry standard SAE AS5553 and/or AS6174 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.

**Q41 – DODD – FRANK COMPLIANCE (CONFLICT MINERALS)** The term “Conflict Minerals” is defined as minerals derived from ores mined in the Democratic Republic of the Congo (DRC) or adjoining countries and which directly or indirectly finance or benefit armed groups in that region. These minerals are: gold (Au), tantalum (Ta) from columbite-tantalite, tin (Sn) from cassiterite, and tungsten (W) from wolframite.

- a) The Seller has performed due diligence and will provide information relating to the presence or non-presence of “DRC Conflict Minerals” in the product being provided and;
- b) The Seller shall submit with each shipment\*:
  - 1) a statement that Seller has taken reasonable steps to ensure that the product being provided does not contain “DRC Conflict Minerals” and
  - 2) the name of the country of origin and the name of the smelter, if known, and
  - 3) a certificate that the materials furnished to Glenair are in conformance with DODD-FRANK FINANCIAL REFORM BILL ACT (SECTION 1502); US LAW 111-203. TITLE XV, or a statement confirming the Seller has performed due diligence and therefore knows minerals did not originate in covered countries or has no reason to believe minerals may have originated in covered countries.

This certificate or statement shall also affirm that supporting documentation is on file and will be made available to Glenair or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. The certification or statement shall reference the metal, Glenair purchase order number, Glenair part number, description and quantity shipped.

\* This per-shipment requirement for a certificate or statement can be fulfilled by the Supplier referring Glenair to the Manufacturer’s certificate or statement.

**Q42 – UTAS ASQR-01 AEROSPACE SUPPLIER QUALITY REQUIREMENTS** In addition to the requirements defined in Q07, the seller shall comply with the issue in effect on the date of the purchase order the ASQR-01 quality requirements as they would apply to the product, process or service provided to Glenair Inc. A copy of the ASQR-01 document may be downloaded from the following website: <http://www.utc.com/Suppliers/Pages/Aerospace-Supplier-Quality-Requirement-Documents.aspx>. Seller is responsible for compliance to this quality standard and shall flow down this requirement to any and all subcontractors.