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**DOC# 50321**

**Systema Technologies Inc. Quality Clauses**

This document includes all Quality Assurance Provisions and definitions available for inclusion on purchase orders and subcontracts issued by Systema Technologies, Inc. Kirkland Washington.

Only those Quality Assurance Provisions cited in the body of the purchase order are made a part of the purchase order by reference. Articles defined in the purchase order will not be accepted if certifications, documentation, test data, or reports specified herein are not submitted.

These Quality Assurance Provisions apply when specified on purchase orders originally issued on or after the most recent effective date in the Record of Changes. Unless otherwise specified in the purchase order, purchase orders issued prior to that date should use the Quality Assurance Provisions in effect at the time of the original purchase order was issued. Supplier is also required to flow down Quality Clauses which are relevant to its sub-tier suppliers.

Rev	Date	Author	Description of Changes
9/28/18	9/28/18	PCH	Initial Release

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## **SQC-00: GENERAL QUALITY ASSURANCE REQUIREMENTS**

### **Purpose**

The following Systema Quality Clauses (SQC's) are a requirement of this Purchase Order, or specified items on this Purchase Order, *when specified by number* within the Purchase Order. If these clauses are referenced on a Request for Quotation (RFQ) they **shall** apply to any Purchase Order for the items placed as a result of the RFQ unless agreed to otherwise during negotiation. The General Supplier Quality Assurance Requirements (SQC-00) apply by default when this SQC document is referenced on a RFQ or PO. Any conflict or perceived conflict between the SQCs and any other Purchase Order requirements **shall** be resolved in writing through the Systema Buyer.

Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Flow down of appropriate SQCs to sub-tier suppliers is required to ensure final product compliance. Where documents/specifications are referenced in this Purchase Order, the version in effect at the time of order placement **shall** apply.

### **Definitions**

- A. Buyer: Systema Technologies Inc. Procurement entity.
- B. Seller (AKA Supplier, Subcontractor): The legal entity that is the contracting party with the Buyer with respect to the procurement document.
- C. Procurement Document: The Purchase Order or subcontract between the parties.
- D. Item: The product or service contracted for by the procurement document.
- E. Rework: Previously documented and approved process that brings the product into conformance within defined requirements.
- F. Repair: A condition where the product cannot conform to engineering standards; however, a subsequent operation can be performed to return the product to a condition that **shall** meet fit, form, and function. The process is defined in SQC-18

#### **1. Unauthorized Repairs:**

Seller **shall** not repair any damaged item, or any item found to be faulty during manufacturing or that fails to meet Buyer specification/drawing requirements, without Buyer's written approval, except when the nonconformance is minor and Material Review Board (MRB) authorization has been granted by Systema. Seller is not authorized to perform MRB activities (Repair, Use as is) on non-conforming materials without Buyer authorization.

#### **2. Change in Approval, Drawing, Processes, Materials, Facilities or Procedures:**

Seller **shall** not change any drawing, process, tooling, material (including sub-tier supplier parts), or procedure without prior Buyer's written approval, if such drawing, process, material, or

procedure was used to qualify items or which was used by Seller to become a qualified source. Seller **shall** not use any production, manufacturing, and/or processing facilities that differ from facilities previously approved by Buyer without first notifying Buyer and affording Buyer an opportunity to examine and approve such facilities for compliance with procurement quality requirements. Seller **shall** not relocate any production, manufacturing, and/or processing facilities previously approved by Buyer without first notifying Buyer and affording Buyer an opportunity to examine and approve such facilities for compliance with supplier quality requirements. No material or part substitutions are allowed. The seller **shall** flow down these requirements through the supply chain.

**3. Change of Management/Owner/Quality/Certification:**

Seller **shall** notify Buyer within 48 hours when a significant change in management, ownership, Quality management or QMS certification has occurred.

**4. Resubmittal of Rejected Items:**

Any item rejected by Buyer and subsequently resubmitted to Buyer **shall** be clearly identified as a resubmitted item, indicating the procurement document number and Buyer's reject document number (NCR) in Seller's Certificate of Conformance.

**5. Buyer Survey, Surveillance, Audits and Inspection:**

- a. The Buyer, the Buyer's customer and government **shall** have the right to conduct surveys, audits, and surveillance of Seller facilities, and those of Seller's sub-tier suppliers with prior coordination with Seller, to determine capability to comply, and to verify continuing compliance, with the requirements of the procurement document.
- b. The Buyer, the Buyer's customer and government **shall** have the right to perform an inspection at Seller's facilities and those of Seller's sub-tier supplier with prior coordination with Seller, during the period of manufacturing and inspection prior to shipment.
- c. Final inspection and acceptance **shall** be performed at Buyer's facility, unless otherwise specified in the procurement document.
- d. The Seller **shall** only tender for acceptance those items that conform to the requirements of this contract. Systema Technologies, Inc. (herein after "Systema") reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Systema may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. Systema must exercise its post-acceptance rights;
  - i. within a reasonable time after the defect was discovered or should have been discovered; and
  - ii. before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item

**6. Corrective Action Response:**

When a quality problem exists with Seller's items, Buyer **may** require Seller to complete a Corrective Action Request. Responses to Corrective Action Requests **shall** be timely and **shall** include the following information:

- a. Root cause of the deficiency. Root cause cannot be human error.
- b. Action taken to correct the specific deficiency.
- c. Action taken to prevent recurrence of the deficiency.
- d. Action taken to determine if other products are affected.
- e. Effectivity date for implementation of identified corrective and preventive actions.
- f. Verification that the corrective and preventive actions are effective.

**7. Measurement and Test Equipment:**

1. Seller **shall** be responsible for validating the accuracy and stability of tools, gages, and test equipment used to demonstrate that any item conforms to the requirements specified in the procurement document. The Seller **shall** maintain a calibration system using the guidelines of ISO-17025 (latest revision).
2. Documented schedules **shall** be maintained for periodic calibration to adequate standards.
3. Objective evidence of NIST traceable calibrations **shall** be recorded and made available for Buyer's review.

**8. Nonconforming Materials:**

1. Seller **shall** provide and maintain a corrective action and disposition program for non-conforming materials.
2. Seller **shall** provide for control, segregation, and identification of non-conforming materials detected at Seller's facilities.
3. Seller **shall** not have MRB disposition authority without Buyer's written authorization for repair or use as is.
4. No repair **shall** be allowed outside of the specific specification limits unless prior written approval is obtained by Seller from Buyer.
5. When a nonconformance is determined to exist or is suspected to exist on goods and/or services provided to Systema under this Purchase Order, Seller shall provide notification to Systema buyer. Seller shall provide the letter and all required NC information within three (3) business days of when nonconformance was determined.

**9. Records Pertaining to Delivered Product:**

1. Seller **shall** maintain all records of all inspections, tests performed, materials and processes on any item delivered to Buyer.
2. Records **shall** identify any non-conformance and **shall** be made available for Buyer's review.
3. Seller **shall** ensure records are available for review by Customers and Regulatory Authorities in accordance with contract or regulatory requirements.
4. All records pertaining to the delivered product **shall** be stored hardcopy and/or electronically in such a way as to protect them from damage, loss, deterioration or unintended distribution. Records **shall** be retained for 10 years unless purchase order specifically states otherwise. After retention period expires, records pertaining to Systema product **shall** be destroyed and disposed of by appropriate method that prohibits the retrieval of information.
5. Records **shall** be legible both hard copy and electronic. If submitted records are deemed illegible, the supplier **shall** take steps to procure new copies or enhance the resolution of records. Illegible records can be cause to reject delivered product.
6. The Seller is responsible for all aspects of Seller's Supplier records of the part or assembly to the drawing or specification as required by the purchase order.

**10. Packaging, Preservation, and Storage:**

1. Seller **shall** incorporate good commercial practices for preservation and packaging of all articles that apply to this Purchase Order / Subcontract, unless otherwise stated within the Purchase Order / Subcontract or attached documentation.
2. Seller **shall** identify each package permanently and legibly with Purchase Order/ Subcontract number, manufacturer's name, date shipped, and packing sheet number.
3. Packaging **shall** be selected, to the extent necessary, to provide protection from physical and environmental damage during shipping and handling.

- a. Cushioning materials **shall** be applied, as required, to protect and to restrict movement of items.
- 4. All materials which are volatile, toxic, or emit fumes, which are harmful to human health, **shall** be properly contained in accordance with applicable health and safety requirements. Seller **shall** take appropriate measures to prevent handling damage, from preparation for shipment through receipt (i.e., palletizing, shrink wrapping, or otherwise securing materials for shipment to prevent degradation during transit).
  - a. Containers **shall** be plainly marked as to its contents with appropriate warnings, precautions, instructions, and storage conditions.
  - b. Material Safety Data Sheet (MSDS) **shall** be included with each shipment as applicable.

**11. Control of Processes:**

- 1. Seller **shall** monitor processes to ensure supplier services and/or products meet contractual requirements
- 2. Seller **shall** take corrective action when process measures indicate that products or services could potentially fall outside of acceptable, contractual limits.

**12. Accountable Tooling, Production Equipment and Software:**

The definitions and requirements for accountable tooling, production equipment and software, Systema supplied and owned, Systema customer supplied and owned, and Government supplied and owned are found in PC-1007, Purchasing Terms and Conditions, Attachment E.

**13. Validation Testing**

Validation test reports **shall** be made available to Systema or submitted as a deliverable item per this PO. Copies **shall** be supplied to the Buyer upon request. Systema reserves the right to witness validation testing, or not, and **shall** be notified at least 10 working days prior to test.

**14. Conflict Minerals (As Applicable)**

Supplier Controls **shall** require Seller to Maintain due diligence in determining the sources of Conflict Minerals as required by the SEC thru the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502. Product containing Conflict Minerals from a DRC country manufactured after January 31, 2013 **shall** be disclosed to Systema prior to shipment and proof of reporting to SEC must be submitted to Systema purchasing prior to shipment.

Note; Conflict minerals are Tantalum, Tin (Cassiterite), Tungsten (Wolframite) and Gold.

Supplier shall;

- (A) Identify whether such goods contain Tantalum, tin, tungsten or gold
- (B) Conduct a reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries as defined in section 1502,
- (C) Conduct due diligence on the chain of custody of the source of any minerals originating in covered countries to identify the smelter of said minerals; and
- (D) Assist buyer in conducting reasonable due diligence concerning the smelters of such minerals. Seller shall include the substance of this clause in any agreement between seller and its lower tier suppliers. Seller shall provide buyer with reasonable documentation of sellers and its lower tier suppliers due diligence efforts in a format prescribed by buyer or buyer's customer when requested by buyer to enable disclosure to Securities and Exchange Commission.

### 15. Supplier Controls for Commercial Off The Shelf items (COTS)

Supplier Controls **shall** require Seller to;

- a. Develop and maintain an approved and/or qualified Distributer or OEM/OCM list.
- b. Define and stipulate (flow down) in Seller's purchase order to the Distributer/ OEM/OCM of applicable Buyer and/or Military, Aero Space, Engineering, or Federal specifications and related requirements.
- c. Certify or provide certifications that trace all materials and/or parts furnished to Buyer to an authorized distributor or OEM/OCM.
- d. Require the Distributer/ OEM/OCM to submit inspection/test data of material purchased when required by this accepted purchase order and/or,
- e. Require material certification(s) to be maintained on file and furnished to the Buyer on request.
- f. Identify received material and maintain traceability to Manufacturer's part number, lot number, and date code of all electronic and electrical parts, raw material and mechanical machined parts, semiconductor devices, integrated circuits, and passive electrical components.
- g. The seller **shall** verify the procurement source and associated certifying paperwork. Appropriate incoming inspection test methods **shall** be used to detect potential counterfeit fasteners or materials.
- h. Identify and segregate NC or suspected counterfeit/fraudulent material when received.
- i. Seller **shall** maintain all records of material test (physical and chemical) reports and process certification records that verify conformance with applicable specification or drawing requirements. All such data **shall** be maintained for a minimum period of ten (10) years unless otherwise specified on the accepted Purchase Order, after the completion of all deliveries, and made available for inspection or supplied to the Buyer upon request.
- j. Determine the adequacy and qualifications of the Distributer/OEM/OCM.
- k. Assure corrective action on Buyer reported deficiencies whether at the Seller or at the Distributer/ OEM/OCM.
- l. Practice the "first in first out" principle of stock control.
- m. Identify the quality status of material (accepted).
- n. Provide for and maintain adequate control of all material in its stock room.
- o. Identify and prevent commingling.
- p. Have a method of removing obsolete and unacceptable supplies.
- q. **Shall** notify Systema when it becomes known to supplier that a product has or will soon become obsolete.
- r. Maintain shelf-life controls over all material where applicable.
- s. Provide the proper handling, identification, and packaging of material shipped to buyer.
- t. Include the required paperwork/records for product verification at buyer's facility.
- u. If product delivered is ESD sensitive, the supplier **shall** handle items furnished on this order per ANSI/ESD S20.20, MIL-STD-1686, or JESD625.
- v. Seller **shall** flow these requirements down through the supply chain.

### **SQC-01: Certificate of Conformance**

The Seller **shall** provide certification with each shipment that all quality, configuration conformance, and other applicable requirements have been met in accordance with the specification(s) stated in the item description/part number appearing on this Purchase Order. The certification must be signed (or duly authenticated via approved alternate means) by the corporate officer with management responsibility for the production of the product, or other designated responsible individual. At a minimum, the following information **shall** be included in the conformance certification:

- Purchase Order Number (Systema PO number)
- Purchase Part Number (as shown on the PO)
- Manufacturer's P/N, if different from above
- The Revision level that the product was made to
- The serial numbers delivered, if applicable.
- Manufacturers lot#
- Authorized waivers, deviations or changes
- Name of Manufacture or Distributer including OEM/OCM
- The Certificate of Conformance **shall** carry a statement to the effect that:

"We hereby certify that the Materials/Products/services furnished in this order were made or performed in accordance with and conform to the applicable specification(s) and/or drawing(s) as stipulated in Systema Purchase Order."

### **SQC-02: First Article Inspection Required. Suppliers Format**

The Supplier **shall** perform First Article Testing on a part from the first production lot. This First Article Test **shall** be performed to the requirements of the drawings and applicable Specifications as follows:

1. Identify all the characteristics to be verified on a copy of the drawing or specification by a number adjacent to the characteristic. Including notes.
2. The part receiving First Article Testing **shall** be clearly identified.

The part marked up drawing, certifications, and actual inspection data **shall** be shipped to Systema along with the production lots for verification. Delta First Article Inspection Report is required with product delivery after a revision change.

### **SQC-03: First Article Inspection Required: Per AS9102**

A First Article Inspection (FAI) is required with delivery of product in accordance with AS9102. Reports **shall** be accompanied with a bubbled drawing. A Delta First Article Inspection Report is required with product delivery in accordance with AS9102 after a revision change or approved deviation. A new FAI is required per AS9102 whenever the following events occur:

- A change in design affecting fit, form or function of the part
- A change in manufacturing source(S), process(s), inspection methods(s), location of manufacture, tooling or materials that can potentially affect fit, form or function.
- A change in NC program or translation to another media that can potentially affect fit, form or function.
- A natural or man made event which may adversely affect the manufacturing process.
- A lapse in production for two years or more.

**SQC-04: Approved Quality System:**

The Seller **shall** maintain the Quality Management System approved by Systema upon which the Seller's current Approved Supplier status is based which was determined by the Systema supplier Self Survey QA-1003. The Seller's Quality Management System **shall** be subject to review and/or audit for continued approval by Systema QA or other designated representative annually. No waiver or deviation from the Quality Management System requirements **shall** be permitted without written approval from the Systema. Third party registration by an accredited registrar will be accepted. Contractor declaring system compliance with no formal accredited registrar will be reviewed. The Contractor's system will be subject to review and approval at all times by Systema.

**SQC-05: Quality System Certified to ISO9001:**

The Seller **shall** maintain a Quality Management System that is certified to ISO-9001 (latest revision). The Seller must provide adequate evidence that the Quality Management System has been successfully audited by a third party registrar. A copy of the third party certificate **shall** be forwarded to Systema QA. In the event that the Seller's Quality Management System loses certification, the Seller must notify the Systema QA within 24 hours in writing of the Seller's plan to attain recertification.

**SQC-06: Quality System Certified to AS9100:**

The Seller **shall** maintain a Quality Management System that is certified to AS9100 (latest revision). The Seller must provide adequate evidence that the Quality Management System has been successfully audited by a third party registrar. A copy of the third party certificate **shall** be forwarded to Systema QA. In the event that the Seller's Quality Management System loses certification, the Seller must notify the Systema QA within 24 hours in writing of the Seller's plan to attain recertification.

**SQC-07: Material/Process Certification:**

The Seller **shall** furnish a \*complete set of material certifications traceable to lot, batch, block, or heat number of the mill or original material manufacturer. The supplier **shall** submit a legible chemical and physical test report for all materials shipped under this order with actual or typical test results from samples representative of the material. When special process specifications (e.g. Heat Treat, Chemical Processing, NDT, etc.) are on a purchase order/or drawing requirement, the supplier is responsible for supplying process certification that includes the process specification, latest revision of specification, part number of processed parts and revision of processed parts, quantity processed, quantity rejected (if applicable) and a signed statement of relevant authority that parts were processed to the stated specification(s).

\*A complete set is defined by material certifications from each material transaction, I.E from mill to distributor to distributor etc. then from distributor to seller.

**SQC-08: SELLER'S SUPPLIER CONTROL**

All Seller procured supplies/services which become a part of the item(s) delivered in accordance with this Purchase Order **shall** conform to drawing(s) and specification(s) requirements. Seller's system **shall** assure: Purchase Order flow down of applicable quality and technical requirements, suppliers' capability to produce items and adequate methods of assuring compliance. Seller's suppliers **shall** be required to flow down and verify requirements of supplies/services they subcontract.



### **SQC-09: SOURCE INSPECTION (BUYER)**

Manufacturer **shall** be subject to surveillance and inspection of products, systems, procedures, and facilities by Systema, or their designated representative. Facilities and equipment required to perform source inspection will be provided without cost to Systema. Prior to delivery, the Seller **shall** contact Systema QA representative to coordinate the source inspection of each shipment at least seven (7) days in advance of desired shipping date. Evidence of source inspection will be provided with the delivered items.

### **SQC-10: SOURCE INSPECTION (GOVERNMENT)**

Manufacturer **shall** be subject to surveillance and inspection of products, systems, procedures, and facilities by Government representatives (DCMA). Facilities and equipment required to perform source inspection will be provided without cost to the Government. Upon receipt of this purchase order, the Seller **shall** contact their Government Quality Assurance Representative (DCMA QAR) to establish proper source inspection point(s). Seller **shall** contact DCMA QAR at least seven (7) days in advance of desired inspection date. Unless otherwise specified in this section, evidence of Government source acceptance **shall** be furnished with the delivered items.

### **SQC-11: SPECIALTY METALS**

This order is subject to the requirements of DFARS 252.225-7008 & 7009 Restriction of Acquisition of Certain Articles Containing Specialty Metals found at:

<http://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm>

The supplier **shall** provide objective evidence to support the origin of raw material to Systema and/or the customer/government.

Note: This clause or equivalent provisions **shall** be included in lower tier subcontracts.

List of Specialty Metals

#### Stainless Steels

- All 300 and 400 series stainless
- 15-5 PH stainless
- 17-4 PH stainless
- 13-8 MO stainless

#### Titanium

- Commercially pure grades 1, 2, and 4
- 6AL-4V (Grade 5)
- 6AL-4V ELI (Grade 23)

#### Nickel Alloys

- Nickel 200, 201, & 205
- Nickel Alloys 400, 405 and K-500 (Monel® family of alloys)
- Nickel Alloys 600, 601, 625, 718, & X-750 (Inconel® family of alloys)
- Nickel Alloys B-2, C-22, C-276, & X (Hastelloy® family of alloys)

#### Cobalt Chrome Alloys

- MP35N
- L605
- CoCr20Ni15Mo7 (ASTM F1058, Conichrome®, Elgiloy®, Phynox®)
- 28Cr-6Mo (ASTM F1537, BioDur® CCM Plus®)

#### Other Alloys

- Nitinol
- Invar®
- Kovar®
- Zirconium

### **SQC-12: FOD PREVENTION**

Manufacturer's **shall** establish and maintain an effective Foreign Object Damage (FOD) Prevention and Awareness Program to reduce FOD. Reference NAS412. The sellers program **shall** utilize effective FOD prevention practices. The program **shall** be proportional to the sensitivity of the design of the products purchased to FOD, as well as, to the FOD generating potential of the manufacturing methods. Written procedures or policies developed by manufacturer **shall** be subject to review and audit by the buyer and/or government representative, and disapproval when the manufacturers procedures or policies do not accomplish their objectives.

### **SQC-13: COUNTERFEIT PART PREVENTION**

Seller **shall** establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard SAE AS5553 as a guideline. Seller agrees and **shall** not delivery any counterfeit work. Seller **shall** immediately disclose to Systema if seller is aware or suspects any counterfeit work. Seller **shall** maintain documentation to authentic traceability of items to applicable Original Equipment Manufacturer or Original Components Manufacturer to the lowest level of separately identifiable items.

The supplier's Certification of Conformance represents that the shipment does not contain any 'suspect' or 'known' Counterfeit Part, Material, or Work and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier requires Systema Technologies written approval prior to procurement and use, which **shall** be contained within the deliverable certification package.

Note: This clause or equivalent provisions **shall** be included in lower tier subcontracts. When an Authorized Supplier is not utilized by the supplier's lower tier, the supplier **shall** provide a copy of the risk assessment and their written approval within the deliverable data package.

### **SQC-14: OEM CERTIFICATION**

Original Equipment Manufacturer's Certification is required with this order. Reseller's certification **shall** not be accepted in lieu of OEM Certification.

### **SQC-15: SYSTEMA CUSTOMER APPROVED SPECIAL PROCESS SUPPLIERS**

When any of the following special processes, Heat Treating, Welding, Surface Treatments (plating, anodizing, coating, etc.) Nondestructive Testing utilizing Radiographic (all wave types), Liquid Penetrant, Magnetic Particle, Ultrasonic, or Eddie Current Inspection, are required by Systema purchase order and engineering drawings / specifications, it **shall** be the Seller's responsibility to ensure that only approved Special Processing suppliers perform those Special Processes. Upon receipt of Systema purchase order, Seller **shall** submit a list of specified Special Processors to Systema QA representative for approval within 5 days of PO acknowledgment. Any exceptions must be approved by Systema customer thru Systema and these exceptions must be amended to the PO.

### **SQC-16: THERMAL PROCESSING RECORDS**

The Seller **shall** provide a record, commonly referred to as a chart or log, associated with any thermal processing. Such processing may be in an oven, furnace, autoclave, or other controlled environment.