

Genuine Machine Products, Inc.

GENERAL CONDITIONS OF PURCHASE APPLICABLE TO ALL ORDERS

1. TERMS & CONDITIONS

No terms and conditions other than the terms and condition set forth in this order, including those terms and conditions in any document attached to or incorporated by reference in this order, shall be binding upon Purchaser unless accepted by it in writing. Terms and conditions contained in any acknowledgement of this order which are different from or in addition to the terms and conditions of this order shall not be binding on Purchaser and specifically objects to any terms and conditions which are different from or in addition to the provision of this order. This order becomes the exclusive agreement between the parties when accepted by acknowledgement, commencement, or performance.

2. COMPLIANCE WITH LAWS

Seller warrants and certifies that in the performance of this contract it will comply with all applicable statutes, rules, regulations and orders of the United States and of any state or political subdivision thereof including laws and regulations pertaining to labor, wages, hours and other conditions of employment, applicable price ceilings, if any, packaging and labeling of goods and that the articles delivered hereunder shall be produced in compliance with the Fair Labor Standards Act. The seller agrees to indemnify and save harmless the Purchaser or its customers from any and all liability, loss, damage, expense, including attorneys fees, arising from the violation of any such law or regulation.

3. EXTRA CHARGES AND PACKAGING REQUIREMENTS

No charges of any kind, including charges for boxing and cartage, will be allowed unless specifically agreed to by Purchaser in writing. Seller shall be responsible for packing and packaging necessary to withstand transportation hazards. Price shall cover net weight, unless otherwise agreed. Packaging requirements for shipments of Commercial Bills of Lading must meet commercial standard and accepted practices of the industry with full protection of the material to ultimate destination and must conform to governing classifications, including, but not limited to Uniform Freight Classification for rail – National Motor Freight Classification for truck – Railway Express Classification for express – U.S. Official Postal Manual, for parcel post – Official Air Freight rules, Tariffs, for air freight.

4. TRANSPORTATION

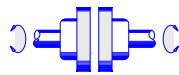
Unless otherwise stipulated on the face of this order, goods covered by this order shall be shipped "FOB" Seller's plant. Title to said goods shall pass to Purchaser upon delivery to carrier. However, all transportation charges must be prepaid. No charges for unauthorized transportation will be allowed. Purchaser carries insurance on all material to which it has title while such material is in transit. Therefore Seller shall not declare any value on such material shipped via United Parcel Service, Rail Express, Air Express, Air Freight, or Parcel Post. Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. If Seller does not comply with Purchaser's delivery schedule, Purchaser may in addition to any other rights which Purchaser may have under this order, require delivery by fastest way. Charges resulting from such premium transportation must be fully prepaid and borne by Seller. The provisions of this clause shall in no way limit Purchaser's right to inspect and reject the goods covered by this Order upon receipt.

5. INVOICING AND MARKING

Two copies of invoices must be mailed to Purchaser on date shipment is made. Separate invoices must be furnished for each shipment under this order showing point of shipment and routing. Attach to invoice original bill of lading and express bill for any prepaid express or freight shipment. Packages must be marked with Seller's name and Purchaser's purchase order numbers, and is to contain one copy of the complete list of materials contained therein. Each package must be identified with the contents as shown on the shipping or packing list. Any extra expense or due to lack of above information will be deducted from Purchaser's remittance in payment of Seller's invoices.

6. DELAYS IN DELIVERY

Seller will strictly adhere to the delivery and completion schedules specified in this purchase order, and agrees that time is of the essence in the delivery of all goods hereunder. If, at any time, Seller believes that it may be unable to comply with the required delivery or completion schedules, Seller shall immediately notify Purchaser in writing of the probable length of any anticipated delay and the reasons for it, and shall continue to notify Purchaser of any significant change in delivery status. In the event of such notice or of an actual failure by Seller to comply with the delivery or completion schedules, Purchaser may in addition to all other remedies, require Seller, at Seller's expense to ship good via air freight or other expedited routing to avoid or minimize delay.



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7. REJECTIONS

If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in strict conformity with the requirements of this order. Purchaser, in addition to any other rights which it may have under warranties or otherwise, may, at its option, correct or have corrected the non-conformity at Seller's expense or reject and return such goods at Seller's expense. Such goods are not to be replaced without specific written authorization from Purchaser.

8. PURCHASER'S PROPERTY

Unless otherwise agreed in writing or unless subject to FAR, all tools, equipment or materials of every description furnished to Seller by Purchaser or specifically paid for by Purchaser and any replacement thereof or any materials affixed or attached thereto, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property and shall be safety stored separate and apart from Seller's property. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's order. Such property while in Seller's custody or control shall be held at Seller's risk and shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Purchaser. Such property shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall deliver it to Purchaser within ten (10) days of Purchaser's written request in the same condition as originally received by Seller reasonable wear and tear accepted, all at the Seller's expense.

9. CHANGE CONTROL

Purchaser may at any time by written notice make changes in the quantities ordered specifications, designs, or drawings, samples or other description to which the articles are to conform in methods of shipment and packaging or place of delivery. If any such change causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this order whether changed or not changed by any such change order a, an equitable adjustment shall be made in the price or delivery schedule or both and this order modified in writing accordingly. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this order as changed. Seller shall immediately notify Purchaser of any effect on price or delivery with written confirmation to follow within ten (10) days.

All Seller procured supplies/services which become a part of the item(s) delivered in accordance with this order shall conform to drawing(s) and specification(s) requirements in their latest applicable revision or issue. Seller's system shall assure: Purchase Order flow-down of applicable quality and technical requirements, Seller's 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.

When notification is required from the Purchaser to the Seller, due to a changed drawing or specification, a PO change will be prepared by the Purchaser and a revised PO will be issued to the Seller. If in the event that it is necessary to "Stop Work", then the Purchaser will immediately notify the Seller to stop work pending further instructions.

10. DEVIATION OR CHANGE

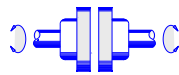
Seller must report any proposed deviation or change (before the fact), or any departure (after the fact), from the drawings, specifications, or other requirements of the Purchase Order to the Purchaser for consideration by the Purchaser's Material Review Board. No changes in materials, processes, procedures, design interfaces or software which might affect fit, form, function, safety, weight, maintainability, service life, reliability, replaceability, or interchangeability of the supplies to be delivered to the Purchaser will be made without prior written approval from the Purchaser. Additionally, the Purchaser shall be notified prior to any major plant rearrangement, plant relocation request for change, or notification of plant movement.

11. PRODUCTS, METHODS, AND MANUFACTURING PROCESS

Any knowledge or information which Seller shall have disclosed or may hereafter disclose to Purchaser incident to the placing and filling of this order shall not, unless otherwise specifically agreed upon in writing by Purchaser be deemed to be confidential or proprietary information and accordingly shall be acquired free from any restriction. No employee of Purchaser has authority to make any agreement express or implied limiting use or publication of or providing for confidential treatment of information or suggestions of whatever kind received by him unless such agreement is made in writing and signed by the Purchaser's General Manager or his delegated representative.

12. NON-ASSIGNMENT

Assignment of this order or any interest therein or any payment due or to become due thereunder without the written consent of Purchaser, shall be void.



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13. SET-OFF

Purchaser shall be entitled at all time to set-off any amount owing at any time from Seller to Purchaser or any of Purchaser's affiliated companies against any amount payable at any time by Purchaser in connection with this order.

14. BANKRUPTCY

If seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature) or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for or an assignment for the benefit of creditors is made by Seller, Purchaser may terminate this order without liability except for deliveries previously made or for goods covered by this order which are at that time already then completed and which are subsequently delivered in accordance with the terms of this order.

15. WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES

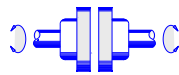
If Seller's work under this order involves operations by Seller on the premises of Purchaser or one of its customers, Seller shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work and except to the extent that any such injury is due solely and directly to Purchaser's or its customer's negligence, as the case may be, shall indemnify Purchaser against all loss which may result from any act or omission of the Seller, its agents, employees, or subcontractors, and Seller shall maintain such Public Liability, Property Damage and Employee's Liability and Compensation and Occupational Disease Acts. Without in any way limiting Seller's responsibility under this Clause when on the premises of Purchaser or Purchaser's Customer, Seller's employees shall be subject to and will follow the work site safety rules and regulations.

16. RIGHT OF ENTRY/ACCESS

Purchaser reserves the right to Seller's facility – at any time during performance under this order for the purposes of inspecting any or all of the material included in this order or the records associated with the material; or having given reasonable notice, for the purpose of auditing Seller's quality system or quality of work. Purchaser also reserves these rights for authorized representatives of its customer and/or the Government or Regulatory Agencies. This applies to all facilities involved in the order and to all applicable records.

17. INSPECTION

- a. All goods (which term throughout this order includes without limitation raw material, components, intermediate assemblies and end products) shall be subject to inspection and test by the Purchaser and its Customer (which term throughout this clause shall include without limitation the government including its surveillance and/or regulatory agencies if this order is placed pursuant to Government Prime or Subcontract to the extent practicable at all times and places including the period or manufacture and in any event prior to final acceptance by the Purchaser and its Customer.
- b. If any inspection or test is made on the premises of Seller or its suppliers, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests of the premises of Seller or its supplier shall be performed in such a manner as not to unduly delay the work.
- c. Final acceptance or rejection of the goods shall be made within a reasonable time following delivery, except as otherwise provided in this order. Failure to inspect and accept or reject goods shall neither relieve Seller from responsibility for such goods as are not in accordance with the order requirements nor impose liabilities on Purchaser therefor.
- d. Seller shall provide and maintain an inspection and process control system similar to AS9100/ISO-9001 which is acceptable to Purchaser and its Customer covering the goods hereunder. Records of all inspection work by Seller shall be kept complete and available to Purchaser and its Customer during the performance of this order and for such longer periods as may be specified in this order.
- e. The Seller's Calibration system shall conform to the requirements of MIL-STD-45662, ANSI/NCSS Z540-1, or ISO-10012-1 in that only current calibrated equipment traceable to a national standard shall be used for product acceptance.
- f. If at any time the supplier detects a process violation, purchase order noncompliance, raw material or part nonconformance, Genuine Machine Products shall be notified as soon as practicable. Nonconforming material or parts shall be documented and submitted to Genuine Machine Products. Non-conformances shall indicate the nature of the discrepancy with root cause and corrective action. A copy of the nonconformance document shall accompany each affected shipment.
- g. Suppliers do not have MRB authority for Genuine Machine Products



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- h. Supplier is responsible for ensuring all items procured from its subcontractors conform to all requirements of Genuine Machine Products purchase order. Supplier shall ensure all applicable provisions of this document are flowed to its subcontractors.
- i. Supplier shall notify Genuine Machine Products (Buyer) in advance of any changes in product or process with written approval by Genuine Machine Products and/or buyer's customer. Changed articles shall be clearly identified from previous articles.
- j. GMP further communicates to its subcontractors;
 - control and monitoring of the external providers' performance to be applied by the organization;
 - ensuring that persons are aware of:
 - their contribution to product or service conformity;
 - their contribution to product safety;
 - the importance of ethical behavior.

18. REQUIREMENTS TO MAINTAIN ASSEMBLY RECORDS

When specifications or drawings require Seller to serially number assemblies Seller shall maintain records of all such serially numbered assemblies by part number and serial number. In addition when such specifications or drawings require Seller to serially number detail parts of said assemblies Seller shall maintain records of the source, drawing number and serial numbers of such detailed units. Seller shall maintain all such records for ten (10) years from the date of completion of this order, unless a longer period is called in the time of this order.

19. PURCHASERS RESERVATION OF RIGHTS IN DATA

Seller agrees that any information received or to be received from Purchaser is the proprietary property of Purchaser and such information shall only be used for the purposes of this order. Without written approval from the Purchaser, Seller shall not except as necessary for the performance of this order.

20. PATENT IDEMNITY

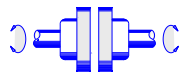
Seller shall defend at its own expense any suit or proceeding brought against Purchaser or its customers so far as based on a claim that any goods, or the normal use thereof (except goods designed in detail by the Purchaser), furnished under this order constitute any infringement of any patent of the United States or any foreign country, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Purchaser or its customers. In case the use of said goods, or any parts, is enjoined, Seller shall at its own expense and at its option, either procure for Buyer and its customers the right to continue using said goods or parts, or modify them so they become non-infringing, or with the approval of Purchaser, remove said goods and refund the purchase price and the transportation and installation costs thereof.

21. ARIZONA SALES TAX

(Applicable only to orders placed by Purchaser in the State of Arizona.) The State of Arizona has issued a Resale Permit Number to this company as indicated on the face of the order authorizing it to purchase tangible personal property, without payment of the tax at the time of purchase.

22. RELEASE OF PUBLIC INFORMATION

No public disclosure (including, without limitation, photographs, films, announcements and denials or confirmations) with respect to this order, the subject matter, or any phase of any program, shall be made without the prior written approval of Purchaser.



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23. MATERIAL TEST CERTIFICATION

By acceptance of this purchase order Seller certifies that goods supplied shall strictly conform to all requirements of this purchase order, and that objective evidence of conformance to each specific drawing and specification (in its latest applicable revision or issue) required by the purchase order is on file and available for examination by Purchaser. Seller shall provide a Certificate of Conformance with each shipment. Each lot or shipment of castings, forging, raw material or finished parts made to specifications that require reporting of numerical test results, shall be accompanied by a copy of a certified Laboratory Test Report formulated in accordance with said specifications and made by or at the order of Seller which lists the numeric results of the specific tests.

24. PREFERENCE FOR DOMESTIC SPECIALITY METALS

All materials provided by seller must be domestic and in compliance with the provisions of DFARS 252.225-7014 Alternate I. Seller must assure that any specialty metals incorporated in deliverables be melted in the United States, in a qualifying country, or incorporated in an article manufactured in a qualifying country. Seller must insert the substance of this Term and Condition in all subcontracts for items containing specialty metals. “*Qualifying Country*” means any country listed in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).

“*Specialty Metals*” means:

- (i) Steel –
 - (a) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65%; silicon, 0.60%; or copper, 0.60%; or
 - (b) Containing more than 0.25% of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
- (ii) Nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10%;
- (iii) Titanium and titanium alloys; or
- (iv) Zirconium and zirconium base alloys.

25. WARRANTIES

Seller warrants that all goods delivered hereunder will strictly conform to all requirements of this order (including all applicable descriptions, specifications, and drawings): and will be free from defects in material and workmanship: and, to the extent not manufactured pursuant to detailed designs furnished by Purchaser, be free from all defects in design and will be merchantable and fit for the intended purposes. Seller’s warranties (and any more favorable warranties, service policies, or similar undertakings of Seller in favor of any other customer) shall be enforceable by Purchaser’s customers and the users of Purchaser’s goods, as well as by Purchaser.

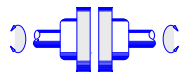
26. TERMINATION

Purchaser may terminate this order in accordance with the provisions of Clause 52.249-2 of the Federal Acquisition Regulations in effect as of the date of this Order. Such Clause is incorporated in this Order by reference with the following modifications: “Contracting Officer” means Purchaser’s Purchasing Representative, and “Government” means Purchaser except in paragraph (m). “Contractor” means Seller. In paragraph (c) the term “45 days” is changed to “90 days”. The term “1 year” in paragraph (d) is changed to “6 months”. If this order is not related to a U.S. Government prime or sub-contract, the audit of Seller’s books and records shall be conducted by Purchaser or if Purchaser is unable or unwilling, such audit shall be conducted by a mutually acceptable independent certified public accounting firm.

27. PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

- a. Typed provisions on the face of this order.
- b. Purchase Order attachment.
- c. The printed portion of this order including these terms and conditions, and
- d. Specifications attached or incorporated by reference. Purchaser specification shall prevail over those of any agency of the U.S. Government and both shall prevail over those of the Seller.



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28. WAIVER

The failure of Purchaser to insist on performance of any provision of this Order shall not be construed as a waiver of that provision in any later instance.

29. DEFAULT

Purchaser may terminate this order or any part hereof by written or telegraphic notice of default to Seller signed by Purchaser, under any of the following circumstances.

- a. If Seller refuses to make deliveries or perform the services within the time specified or extensions thereof agreed to in writing by Purchaser.
- b. If Seller fails to comply with any of the provisions of this purchase order or so fails to make progress as to endanger performance of this order in accordance with terms.
- c. If Seller becomes insolvent or is subject to proceedings under the laws relating to bankruptcy, insolvency or the relief of debtors. In the event of default Purchaser may purchase similar parts, materials or services elsewhere or secure the manufacture and delivery of parts, materials, services or otherwise and Seller shall be liable to Purchaser for any excess costs to Purchaser, provided, however, that Seller shall not be liable to Purchaser for any such excess costs when the default of the seller is due to Causes beyond its control and totally without its fault or negligence, provided further that Seller shall not be excused from liability unless Seller has notified Purchaser immediately and confirmed in writing the existence of such cause within ten (10) days from the beginning thereof. Any termination by Purchaser, whether by default or otherwise shall be without prejudice to any claims to damages or any other rights of Purchaser against Seller.

30. OVER SHIPMENT/ADVANCE SHIPMENT

Purchaser reserves the option to return any goods to the Seller at seller's expense that are received by Purchaser more than thirty (30) days prior to the delivery schedule date specified on the purchase order without first obtaining shipping authorization from Purchaser's Purchasing representative.

31. NOTICE OF LABOR DISPUTES

Whenever Seller has knowledge that may present or potential labor dispute is delaying or threatens to delay the timely performance of this contract, Seller shall immediately give notice thereof including all information relevant thereto to Purchaser. Seller agrees to insert the substance of this provision, including this sentence, in any lower-tier subcontract hereunder wherein a labor dispute might delay timely performance of this contract.

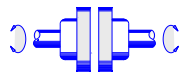
32. ANTI-KICKBACK

The statute entitled "Anti-Kickback Act of 1986" (41 USC 51-58) is incorporated herein by reference:

- a. By its acceptance of this purchase order or subcontract, Seller warrants and represents to Purchaser that neither Seller nor any lower-tier subcontractor of Seller nor any person acting on behalf of any of them has engaged nor will engage in conduct prohibited by Section 3 of the Anti-Kickback Act of 1986 (41 USC 51-58) relating to this purchase order or subcontract or any lower-tier purchase order or subcontract.
- b. Purchaser shall have the right to withhold from any sums due Seller under this purchase order or subcontract if so directed, pursuant to Section 6 of the aforesaid Act or pursuant to Subparagraph (4) (11) of the Anti-Kickback Procedures Clause, by the contracting officer or agency cognizant of the applicable prime contract under which this purchase order or subcontract is awarded. For purpose of this Clause, the definitions of the terms "subcontractor", "subcontract" and "person" shall be those set forth in section 2 of the aforesaid Act.
- c. Seller agrees to incorporate the substance of the Anti-Kickback Procedures Clause (FAR 52.203-7) in all purchase orders and subcontract.

33. DISPUTES

Pending the final resolution of any dispute involving this purchase order, Seller agrees to proceed with performance of this purchase order, including the delivery of goods, in accordance with Purchaser's instructions.



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- a. Seller shall submit to Purchaser's authorized Purchasing Representative a written demand for Purchaser's final decision regarding the disposition of any dispute between the parties relating to this order, unless Purchaser on its own initiative has already rendered such a final decision. Any Purchaser's final decision shall be expressly identified as such, shall be in writing and shall be signed by Purchaser's authorized Purchasing Representative, except that Purchaser's failure to render a final decision within ninety (90) days after receipt of Seller's demand shall be deemed a final decision adverse to Seller's contentions.
- b. Purchaser's final decision shall be conclusive and binding regarding the dispute unless Seller commences an action to contest such decision within ninety (90) days following the date of the final decision or within one (1) year following the accrual of the cause of action, whichever is later.
- c. Seller shall cooperate fully with Purchaser in seeking a resolution of any dispute involving this purchase order under the disputes procedures set forth in any applicable Government prime or higher-tier contract. If Purchaser elects to follow such procedures, Seller shall be bound by the final outcome of the disputes procedure if:
 - (1) Purchaser has afforded Seller an opportunity to participate in Purchaser's conduct of the dispute: or
 - (2) Purchaser, having decided to discontinue its own processing of the dispute has afforded Seller an opportunity to take over such processing completely; provided, however that Seller agrees to inform and notify Purchaser as to status and outcome of the dispute proceeding.
- d. Purchaser and Seller shall each bear its own costs of processing any dispute hereunder.

34. RECORD RETENTION TIME

All records necessary to support compliance to the requirements of an issued Purchase Order from the Purchaser to the Seller, must be maintained for a minimum of seven (7) years if no other retention time is specified within the Purchase Order or elsewhere within this document. Purchaser shall notify the Seller prior to documentation to be destroyed beyond noted retention time.

35. COUNTERFEIT MATERIAL, PARTS, AND COMPONENTS

Seller warrants that the goods delivered pursuant to this purchase order shall (i) be and only contain materials obtained directly from the original component manufacturer (OCM) or the original equipment manufacturer (OEM), (collectively, the original manufacturer (OM)) or an authorized OM reseller or distributor; (ii) not be or contain counterfeit items; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of buyer, shall provide such authenticating documentation.



GMP Supplier Quality Codes	DOC #:	
	QC-001	
	REV:	N/C
	DATE:	03/17/2021

Q1 – SUPPLIER QUALITY CONTROL SYSTEM

The seller shall provide and maintain a quality system currently registered to ISO 9001:2015 or AS9100D.

Q2 – SUPPLIER QUALITY CONTROL SYSTEM FOR SPECIAL PROCESSES

The seller shall provide and maintain a quality system for special processes currently registered to NADCAP.

Q3 – SUPPLIER APPROVAL BY CUSTOMER

The supplier is required to be approved by the customer and must be on the customer's ASL (approved supplier list).

Q4 – SUPPLIER'S INSPECTION SYSTEM

The supplier shall provide and maintain a quality management system acceptable to Genuine Machine Products and to meet our customer's needs and requirements. Acceptance of supplier's quality system shall be formally documented. This system is subject to review at all times by Genuine Machine Products Quality Assurance.

Q5 – REQUIREMENT FOR INSPECTION

The supplier shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under this order conform to the drawing, specification, PO, and/or other applicable technical requirements. Supplier shall establish and/or maintain a calibration system that is traceable to the **National Institute of Standards and Technology (NIST) or ANSI Z540** for all measuring and test equipment used for GMP products. This system shall provide for: 1) recalibration at regular intervals commensurate with stability, purpose, and degree of usage, and 2) a mandatory recall system within these established intervals. This system is subject to review at all times by GMP Quality Assurance.

Q6 – GOVERNMENT SOURCE INSPECTION (GSI)

Government inspection is required prior to shipment from your facilities. 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. If your company does not have a representative, notify GMP immediately to request source on your behalf.

Q7 – GOVERNMENT SUPPLIER EVALUATION

During performance on this order your quality control or inspection system and manufacturing processes are subject to review, verification, and analysis by authorized government representatives. Government inspection or release of product prior to shipment is not required unless you are otherwise notified.



GMP Supplier Quality Codes	DOC #:	
	QC-001	
	REV:	N/C
	DATE:	03/17/2021

Q8 – GMP SOURCE INSPECTION

Source inspection is required on all items covered by this order at the supplier's facility prior to shipment. The supplier shall provide the necessary facilities, equipment and personnel qualified to demonstrate conformance to the order requirements to the GMP Quality Assurance representative for this inspection. The supplier shall provide tentative notice 24 hours in advance of inspection.

Q9 – GMP IN-PROCESS SOURCE INSPECTION

In-process source inspection is required for all product covered by the PO at the supplier's facility prior to shipment. In-process inspection shall verify parts for nicks, dings, etc. In-process inspection shall be mutually agreed upon by GMP Quality Assurance and the supplier prior to start of the requested work. The supplier shall provide the necessary facilities, equipment and personnel qualified to demonstrate conformance to the order requirements to the GMP Quality Assurance representative for this inspection. The supplier shall provide tentative notice 24 hours in advance of inspection.

Q10 – GMP FIRST ARTICLE SOURCE INSPECTION

Inspection of the first piece produced under the PO is required. The supplier shall provide the necessary facilities, equipment and personnel qualified to demonstrate conformance to the order requirements of **AS9102** and to the GMP Quality Assurance representative for this inspection. At its option, GMP may waive source inspection and perform the required first article inspection at GMP without prior notice to the supplier. The supplier shall obtain Quality authorization of the first article prior to further shipments. The supplier shall provide tentative notice of inspection readiness 24 hours in advance and confirmation no less than forty-eight hours in advance thereof.

Q11 – INSPECTION

The Supplier shall conduct all required inspections as agreed upon in accordance with the Purchase Order terms, conditions, and Technical Data Package. All specified documents referenced in the purchase order (i.e. certifications, test reports, etc.) are to be shipped with the product. These records are to be maintained at the supplier's facility, under delegate control, and are subject to GMP verification upon request.

Q12 – REWORK

Restore material to specification compliance in accordance with required process(s) and addressed by process specification(s). Parts subject to subsequent processing not authorized by specification shall be submitted to GMP Material Review Board (MRB) for Specific rework instructions. GMP shall be provided with rework dispositions by the supplier and must be approved by customer before authorization to do rework.



GMP Supplier Quality Codes	DOC #:	
	QC-001	
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Q13 – FAILURE ANALYSIS REPORT

The supplier is required to submit a failure analysis/repair report for each item being returned for rework. The report can be a copy of an internal document.

Q14 – COST APPROVAL

The Supplier is to provide GMP with a written evaluation report, containing proposed rework activity, rework cost and current replacement cost. Rework costs which are estimated to exceed 75% of the item's current replacement value or equal to or greater than \$10,000 will require GMP's approval in advance and approval from customer before the work is to be performed.

Q15 – ZERO DEFECTS GOAL

It is GMP's goal to receive 100% acceptable product from its supplier base. This is necessary to ensure GMP receives product which will be processed through Quality with no interruptions due to defects which result in extra cost and delays due to rework, return to supplier(s) or repair and Use As-is MRB actions. It is imperative that our suppliers understand the need to pay special attention to part and Purchase Order details to ensure total compliance.

Q16 – MATERIAL CERTIFICATE OF AUTHENTICITY/ANALYSIS

The Supplier shall provide actual chemical, physical, and/or mechanical test data to substantiate the materials provided meet the requirements of the engineering drawing or specification. The tests shall be provided with the first lot and whenever requested thereafter and minimally whenever a material is changed. The report shall contain the following information: PO number, material number, material description, quantity, lot/batch identification, itemized results, printed name, signature, and title of individual authorized to certify compliance.

Q17 - MATERIAL CERTIFICATION

The Supplier's sub-tier material certifications shall accompany each shipment of material. Material certifications shall be traceable through lot/batch/serial numbers to the original mill documentation.

Q18 - DATE AND LOT CODES

The supplier shall ensure each lot/date code shipped is identified and packaged separately. Lot/date codes shall not be co-mingled. The shipping document and individual part containers shall list lot/date codes and quantity. Each tape and reel package shall consist of one lot/date code only.

Q19 - KEY CHARACTERISTICS PLAN

The Supplier shall create a process control plan that documents the product and process key characteristics that must be monitored during the manufacturing process, including measurement methods and necessary reaction plans for possible non-conforming conditions. The Supplier shall provide a copy to the GMP'S Quality



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representative for review. Plan review dates shall be coordinated with the GMP'S Quality representative.

Q20 - QMS AUDIT

For Suppliers not AS9100 or ISO9001 certified, an audit of their QMS system is warranted to ensure their Quality Standards are acceptable for GMP product.

Q21 – SPECIAL PROCESS AUDIT

For Special Process Suppliers, an initial audit may be necessary to ensure the supplier has adequate process controls in place. If the Supplier is NADCAP certified, only an initial audit is needed, subsequent yearly audits can be waived by providing evidence of NADCAP certification.

Q22 – CHEMICAL PROCESSING

Chemical Processing is a special process requiring NADCAP approval. The following processes Anodizing, Chemical Cleaning, Chemical Milling, Conversion/Phosphate Coating, Etching, Paint/Dry Film Coatings, Plating, Stripping, Surface Prep Prior to Metal Bond and Surface Treatment/Passivation. The supplier must be approved by the customer.

Q23 – HEAT TREATING

Heat treating is a special process that requires NADCAP certification for the following processes Stress Relieving, Annealing, Carburizing, Nitriding, Carbon Nitriding, Ferritic Nitrocarburizing, Ion Nitriding, Vacuum Heat Treating, Vacuum Oil Quenching, Hardening, Induction Hardening, Furnace Brazing, Dip Brazing, Induction Brazing, Vacuum Furnace Brazing, Flame Hardening, Cryogenic Treatments, Hot Forming/Hot sizing, Die Quenching, Hipping, Hardness and Metallography to support the heat treating function. The supplier has to be approved by the customer.

Q24 - SOLDERING

Soldering is a special process requiring NADCAP certification for the following types of soldering, General Soldering, Surface Mount Technology Soldering, Plated Through Hole Soldering, Lead Free Soldering, and Cable and Harness Soldering. The supplier must be approved by customer.

Q25 - WELDING

Welding is a special process requiring NADCAP certification for the following types of weld, Torch/Induction Manual Brazing, Flash Welding, Electron Beam Welding, Fusion Welding, Laser Welding, Resistance Welding, Friction/Inertia Welding, Diffusion Welding, and Percussion Stud Welding. The supplier must be approved by customer.



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Q26 – NDT

Suppliers using outside sources for NDT shall ensure that the selected NDT sub-tier has GMP approval for the NDT procedure and technique used. On-site validation of procedures/techniques to verify specification compliance may be performed at the discretion of GMP. The supplier must be approved by customer.

Q27 – RADIOGRAPHIC INSPECTION (RT/CRT)

The items on the PO that require Radiographic Inspection by a NADCAP approved x-ray laboratory. Film will be read and interpreted by the laboratory and the findings reported on an appropriate form. The x-ray film and one copy of the x-ray report must accompany the material. The x-ray film must be identified with the buyer's purchase order number. Digital radiography must be approved by customer or identified on PO. All digital images must be able to be sent, if requested, within 24 hours. The report shall contain the signature and title of a responsible representative of the laboratory. The supplier must be approved by customer.

Q28 – FLUORESCENT PENETRANT (FPI/PT)

The supplier shall be NADCAP approved and approved by the customer. Penetrant testing must conform to ASTM E 1417 and/or customer specifications specified on the PO. All penetrants used must conform to AMS 2644 and no type II penetrants are allowed on aerospace components.

Q29 – MAGNETIC PARTICLE TESTING (MT)

The supplier shall be NADCAP approved and approved by the customer. Magnetic Particle Testing must conform to ASTM E 1444 and/or customer specifications specified on the PO. Supplier must use carrier II oil and fluorescent powder meeting the requirements specified with ASTM E 1444 and/or customer requirements.

Q30 – CHEMICAL CONVERSION COATINGS PER MIL--DTL-5541

For all part drawings requiring chemical conversion coating, GMP's PO documentation directs the supplier to Mil-Dtl-5541 (or Mil-C-5541) chemical conversion coating and does not specify the type, the supplier is directed to use Mi I-Dtl-5541 type 2 conversion coating processes containing no hexavalent chromium. The supplier must be approved by customer.

Q31 – HEAT TREATING (HT)

For all parts being heat treated, the supplier must be NADCAP certified and must be approved by customer.

Q32 – HEAT OR MELT IDENTIFICATION

All parts and/or material, and applicable documents, shall be identified by a heat number, heat code, heat lot number, or melt number of the seller. Where stamping of individual parts is not practical due to size or shape, the heat number, code, lot number, or melt number shall be stamped on the smallest unit package by the seller/supplier.



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Q33 – MARKING REQUIREMENTS

Marking shall be in accordance with the requirements defined in B/P per the marking note(s) or specified on the PO.

Any information specified within the marking note in quotations must be marked identically to that which is contained within the quotation.

Q34– PRODUCT’S MATERIAL DISCLOSURE

Identify any of the following metals or their compounds that are used as base material in the product:

Antimony
Barium
Beryllium
Cadmium
Chromium
Copper
Lead
Lithium
Mercury

Supplier to provide listing of part nomenclature, where used and quantity as well as an MSDS for above listing of materials.

Q35 – ACTUAL PRODUCT WEIGHT

Requirement to Report Product Weight

The seller/supplier shall provide actual weights of all items it provides to the buyer. Wet weight is the weight of the item with all operating fluids (oil, fuel, water, etc.) At full design level. Dry weight is the Weight of the item with all operating fluids completely removed. After the item has been completely manufactured and assembled, and prior to shipment, the seller shall determine the items actual weight by using either certified scales or a certified load cell. The item shall be weighed in both the wet and dry conditions (if applicable). The item shall be weighed without any packaging or protective material attached. The seller/supplier shall provide the inertia of the item about its own center of gravity for all items with an estimated unit weight greater than 1,000 kg.

Q36– FUNCTIONAL TEST REPORTS

Each shipment shall be accompanied by one legible copy of a report of actual variables test data identifiable to test parameters and serial numbers of items submitted. These reports shall contain the signature and title of a responsible representative of the supplier who performed the test indicating conformance to the specified requirements. The specifications must be listed, including the revision letter.

Q37 – MECHANICAL MEASUREMENTS REPORTS

Each part shall be accompanied by one legible copy of a report of actual variables mechanical measurements identifiable to all mechanical parameters listed on the



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drawing. These reports shall contain the signature and title of a responsible representative of the seller who performed the measurements indicating conformance to the specified requirements. The drawing number must be listed, including the revision letter.

In the event that measurements data are represented by sampling send data on those samples by the AQL selected. Place an identification tag or other temporary marking on all parts measured to assure positive data correlation upon receipt at GMP.

Q38 – CERTIFICATE OF CONFORMANCE (C of C)

The supplier shall provide with each shipment a reproducible copy of a written statement which attests to the conformance of material to the applicable specification and the subcontract/purchase order requirements. The statement shall reference the order number, the part or specification number and revision, and shall contain the signature and title of the seller's Quality Assurance representative.

The statement of conformance/compliance shall be furnished with each lot of material shipped. This certification shall contain the following information as a minimum (not necessarily in the order given below).

1. GMP purchase order number
2. Part number
3. Part Revision
4. Part Traceability information – must contain the manufacture or distributor, Lot /Date Code, and/ or Serial Number.
5. Statement attesting to the supplier's compliance with the purchase order requirements which are contained in specific purchase order clauses.
6. Stamp or signature of NDT (Non-Destructive Testing) Level 2 or 3 performing the inspection.
7. Signature of authorized representative of the company.
8. The certification shall be dated on the day inspection or process is completed. The supplier shall maintain records which will furnish validation of the information attested in the certification and which shall be made available for review upon request.

Q39– CALIBRATION CERTIFICATION

The supplier shall maintain a calibration system that complies with NIST, ANSI-Z540, ISO10012-1, or ISO 17025. All gages, equipment, tooling, etc. used on GMP product used for verifying conformity must be calibrated. GMP may request calibration certs at any time when needed.



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Q40– COUNTERFEIT PARTS REQUIREMENT

The supplier shall verify the procurement source and associated certifying paperwork.

Appropriate incoming inspection test methods shall be used to detect potential Counterfeit Parts and materials. The supplier shall not use unapproved brokers (any company, person, or entity who is not an OEM/OCM or not an OEM/OCM authorized franchised dealer or distributor) for the purchase of components/materials/parts unless pre-approval has been granted by GMP.

Q41 – CORRECTIVE AND PREVENTATIVE ACTION

The supplier shall respond to all requests for corrective action on or before the requested response due date. The response must be submitted on the supplier's letterhead. When directed, complete and submit Scar(s) to the GMP Quality Assurance Manager or designee. Supplier shall maintain a documented system for determining root causes of documented defects and obtaining corrective action and preventive action both internally and from its suppliers. The supplier is accountable for effectiveness of corrective and preventive actions taken. GMP requests for corrective and preventive action will be issued to the supplier's representative in the form of, but not limited to,

- Supplier Corrective Action Request (SCAR)
- Corrective Action Request (CAR)
- Failure analysis reporting when required by engineering specification or contract data item requirements.

Q42 - FOREIGN OBJECT DEBRIS (FOD)

The supplier shall develop, implement, and maintain a Foreign Object Debris/ Damage (FOD) process that meets the intent of **NAS 412**, Foreign Object Damage/ Foreign Object Debris (FOD) Prevention, utilizing the guidance provided to establish an effective FOD prevention program for their particular product or program.

Supplier shall maintain good housekeeping to preclude introduction of or damage to any product/material caused by a foreign object(s) into any deliverable item Supplier shall employ appropriate practices to assure timely removal of residue/debris generated during manufacturing operations or tasks.

Supplier shall determine if sensitive areas that have a high probability for introduction of foreign objects debris should have special emphasis controls in place for the manufacturing environment. Tool and Hardware accountability methods shall be established to ensure positive control and accountability, as applicable.

FOD incidences should be investigated to determine containment actions, root cause and corrective actions to preclude future recurrence. Employee training and performance measurements should be utilized for increased awareness and continual improvement.



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Q43– SUPPLIER SUB-TIER CONTROL

Supplier is responsible for ensuring the following:

- All items procured from its subcontractors conform to all requirements of the GMP purchase order.
- All applicable provisions of this document are flowed to its subcontractors including copies of the latest revision process specifications.

Sub-tier supplier quality systems shall be compliant to either **ISO9001**, **AS9100**, **AS9120** or **AS9003**. Special Process Suppliers must be compliant with **NADCAP**.

All sub-tier suppliers are also required to utilize **AS9102** for their first article inspection.

Q44- SAMPLING

Supplier may use sampling plans, provided the sampling plans are in accordance with military or government standards such as **ANSI Z1.4**, **ANSI Z1.9**, **Mil-Std-1916**, or specified on PO.

Q45– SOFTWARE CONTROL

Supplier shall establish and maintain a Software Quality Assurance (SQA) program in accordance with the applicable purchase order or contractual requirements. All suppliers who provide items with embedded software or software programs only must have annual Software Supplier audits performed by GMP'S Quality Assurance.

Q46 – MERCURY EXCLUSION CERTIFICATION

The seller/supplier shall furnish a certification of exclusion of metallic mercury compounds in the supplies furnished by the supplier on this purchase order. The certificate shall reference the order number, part number, and contain the signature and title of a responsible representative of the seller/supplier.

Q47 – MERCURY EXCLUSION CLAUSE

The supplies furnished under this order shall contain no elemental mercury (the element Hg) or mercury compounds known to be chemically or thermally unstable in the environment in which the supplies furnished are to operate. During the manufacturing,



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testing or inspection processes the supplies offered shall not have come in direct contact with the element Hg or any chemically, or thermally unstable mercury compound, nor with any mercury containing devices which provide only a single barrier seal against breakage or spillage and release of the elemental mercury. Mercury contamination of the supplies will be cause for rejection of the material.

Q48 – PROHIBITED MATERIALS

All tin plating, solder or tin finishes shall have a minimum of 3% lead content by weight. Parts shall also be free of Zinc, Cadmium and Mercury. Seller shall provide a written/signed Certificate of Compliance (CoC) with each shipment that attests to meeting this requirement.

Q49 –MANUFACTURER’S LOCATION

Only products manufactured within the North American continent shall be supplied.

Q50 – MSDS

The supplier shall provide copy (copies) of the Material Safety Data Sheet (MSDS) with each delivery.

Q51 – EXPORT CONTROL COMPLIANCE

(a) If Seller/Supplier is organized to do business in the United States, Seller/Supplier shall comply with the Arms Export Control Act (22 U.S.C. 2778), the International Traffic In Arms Regulations (ITAR) (22 CFR Parts 120 to 130), the regulations issued by the Office of Foreign Assets Control (OFAC) (31 CFR Chapter V), and all other applicable laws, regulations and orders which control the imports and exports of defense articles, defense services, and technical data.

(i) The deliverables under Buyer’s contract with the U.S. Government are deemed to be “defense articles” under the ITAR. This Contract may require Seller/Supplier to furnish “defense services” and/or export “technical data” as defined in the ITAR.

(ii) Seller/Supplier represents and warrants that, if it manufactures or exports defense articles or furnishes defense services, it is registered with the Office of Defense Trade Controls (DTC), Bureau of Political-Military Affairs, Department of State.

(iii) Technical data and defense services furnished by Buyer to Seller/Supplier are authorized for use only by Seller/Supplier and may not be exported or re-exported without a license or other approval from DTC.

(iv) If Seller/Supplier desires to authorize Buyer to export technical data directly to, or furnish defense services to, a sub-tier subcontractor that is a foreign person, Seller/Supplier shall include Buyer as a third party signatory on any export license or other approval prior to Buyer’s exporting technical data to, or furnishing a defense service to, any such foreign person sub-tier subcontractor.

(v) Seller/Supplier shall provide to Buyer, upon request, all licenses or other approvals obtained by Seller/Supplier in compliance with the above requirements, redacted if Seller desires to prevent the disclosure of any proprietary data.

(b) If Seller/Supplier is not organized to do business in the United States, Seller/Supplier shall nevertheless perform this Contract in compliance with the laws, regulations, and



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terms set forth in Subparagraph (a) hereof, specifically including, but not limited to, those provisions regarding the re-export of defense articles, defense services, and technical data. Seller/Supplier shall execute any documents required by Buyer in order for Buyer to lawfully export defense articles or technical data, or furnish defense services, to Seller/Supplier in the performance of this Contract.

PART B. PERFORMANCE AT BUYER'S FACILITIES

Seller/Supplier shall inform Buyer in writing of the name and country of citizenship of each employee of Seller/Supplier and Seller's/Supplier's sub-tier subcontractors, at all tiers, that Seller/Supplier desires to participate in the performance of this Contract at Buyer's facilities and that is a "foreign person" as defined by the ITAR. All countries of citizenship shall be identified in those instances when the employee has dual citizenship. Seller/Supplier shall cooperate fully with Buyer with respect to any application made by Buyer for a license or other approval and shall execute any documentation that may be required by Buyer with respect to any such application. Seller's foreign person employees and Seller's/Supplier's sub-tier subcontractors' foreign person employees shall not participate in the performance of this Contract at Buyer's facilities without Buyer's consent.

Q52 – ITAR AND ARMS EXPORT CONTROL ACT REQUIREMENT

Parts that are deemed ITAR shall have restrictions. No foreign employees, visitors, customers, etc. shall be in view of parts, PO, B/P, etc. This is restricted process and supplier must adhere to Federal Regulations for ITAR (**22 CFR 120-130**) and the Arms Export Control Act (**AECA**) for dealing with classified ITAR parts.

Q53– NONCONFORMING MATERIAL

The supplier is hereby notified that the authority to disposition non-conforming material is not up to the supplier but by the discretion of GMP. All items requiring material review shall be referred to GMP for disposition.

Q54 – INSPECTION AND TEST DATA

Final Inspection (mechanical& visual) test data shall be delivered with material.

Q55 – DATA REQUIRED FOR EACH ORDER

The supplier shall be supplying dimensional data for each part on the PO. The dimensional data must include the measured value for every dimension defined by the B/P. All drawing notes shall be verified by indicating conforming or non-conforming on the supplier's data sheet. The supplier is to provide this inspection data with each shipment. If the dimension is measured, the measured value shall be provided. If the dimension is gaged, provide a statement to that effect. If a non-conformance was observed during inspection, the supplier shall notify GMP prior to delivery for disposition.



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Q56 – NO SUBSTITUTION

Only the item(s) described on this Purchase Order are approved. No substitute item(s) shall be supplied without written prior approval.

Q57 – SHELF-LIFE OF SENSITIVE MATERIAL

The supplier shall identify all materials and articles which have definite characteristics of quality degradation with age and/or environment. Identification shall include the date useful life was initiated and the date and/or the cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include storage conditions required to achieve the stated useful life.

Q58 - RETENTION

All records shall be retained for a period of not less than seven (7) years from completion of purchase order. The supplier must impose this requirement on their sub-tiers. Unless otherwise directed by GMP, records are to be maintained utilizing the supplier’s documented procedure and provided without cost to GMP upon request.

Q59 – FIX LOT PROCESSING

Processes that are defined as fix lot processes cannot be changed or deviated from without prior GMP and customer approval.

Q60 - RIGHT OF ENTRY

By accepting the PO Terms and conditions, the supplier will allow GMP the right to come to their facilities to conduct any requirement necessary to validate the process and part conformity at any given time.

Q61– HONEYWELL REQUIREMENTS

Refer to SPOC Manual for Honeywell Requirements not specified on PO.

Q62 – RAYTHEON REQUIREMENTS

See quotes.raytheon.com for Raytheon Requirements not specified on the PO.

Q63 – COLLINS AEROSPACE REQUIREMENTS

Refer to ASQR for Collins Aerospace Requirements not specified on PO.

Q64 – CUSTOMERS NOT MENTIONED IN GMP QC REQUIREMENTS

Refer to PO and if not stated contact GMP immediately.

Q65 – GENERAL GMP REQUIREMENTS

This consists of using Quality Codes (Q1, Q2, Q3, Q4, Q5, Q11, Q12, Q13, Q14, Q15, Q16, Q17, Q18, Q19, Q36, Q37, Q38, Q39, Q40, Q41, Q42, Q44, Q50, Q51, Q52, Q53, Q54, Q55, Q56, Q57, Q58, Q59, Q60)



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Q66 – SPECIAL PROCESSES REQUIREMENTS

This consists of using Quality Codes (Q22, Q23, Q24, Q25, Q26, Q27, Q28, Q29, Q30, Q31, Q32, Q33, Q65)