

PROCUREMENT QUALITY ASSURANCE REQUIREMENTS (“Q” CLAUSES)

Purchase Order compliance to ZA-Q1030 “Requirements Applicable to Suppliers” is Mandatory.

“Q” Clauses reflect Supplier Quality Requirements Specific to ZICA.

In the event of a conflict between ZA-Q1030 and the “Q” Clauses, The “Q” Clauses shall be the document of precedence.

Link to ZA-Q-1030 and “Q” Clauses <http://www.zodiac aerospace.com/en/zodiac-interconnect-canada>

1.0 PURPOSE

This document establishes the procurement Quality Assurance Requirements (Q Clauses), which are applicable to the extent specified in the procurement document.

2.0 DEFINITIONS

2.1 Buyer: Cantwell Cullen and Company Inc. Procurement entity

2.2 Seller: The legal entity that is the contracting party with Buyer with respect to the procurement document.

2.3 Procurement Document: The purchase order or subcontract between the parties.

2.4 Item: The product or service contracted for by the procurement document.

3.0 PROCUREMENT QUALITY REQUIREMENTS

The following Q Clauses are a requirement of the procurement document when expressly specified by clause number.

Q-1 GENERAL QUALITY ASSURANCE REQUIREMENTS (A through J)

A. Right of Access

The Buyer, the Buyers Customers and Regulatory Authorities have right of access to the facilities and records of the Seller and the Seller’s Sub-tier suppliers. Right of Access to be coordinated between the Buyer and Seller.

B. PROHIBITED PRACTICES

Unauthorized Repairs: Seller shall not repair any damaged item, nor any found to be faulty during manufacturing or that fails to meet Buyer specification/drawing requirements, without Buyer’s written approval.

Change in Approval, Drawing, Processes, Materials, or Procedures: Seller shall not change any drawing, process, material (including sub-tier supplier parts), or procedure without prior Buyer written approval, if such drawing, process, material, or procedure was previously approved by Buyer as provided for in the procurement document.

Seller shall not change any process, material or procedure from that used to qualify any item or which was used by Seller to become a qualified source for Buyer specification/drawing, without Buyer written approval.

Re-submittal of Rejected Items: Any item rejected by Buyer and subsequently resubmitted to Buyer shall be clearly identified as a resubmitted item, indicating procurement document number and Buyer reject document number in Seller’s certificate of conformance.

Notification of Facility Change: Seller shall not use nor relocate any production, manufacturing, and/or processing facilities to differ from previous approval by Buyer, during performance of work specified in the procurement document, without previously notifying Buyer and affording Buyer an opportunity to examine such facilities for compliance with procurement Quality requirements.

Change of Test Facility: Seller shall not change a test facility nor use another test facility to meet specification/drawing requirements without prior Buyer written approval, if a specific test facility was previously approved by the Buyer as provided for in the procurement document.

Change of Management/Owner: Seller shall notify Buyer when a significant change in management or ownership has occurred.

C. RESPONSIBILITY FOR CONFORMANCE

Neither surveillance, inspection and/or test made by Buyer or applicable Government Authority at either Seller’s or Buyer’s facility, nor Seller’s compliance with all applicable procurement quality requirements, shall relieve Seller of the responsibility to furnish an item that conforms to the requirements of the procurement document.

Seller shall control sub-tier supplier procurements to the extent necessary to ensure quality requirements specified in the procurement document are satisfied. Quality requirements shall include, but are not limited to, the following: sub-tier supplier pre-award survey/evaluations, periodic auditing of supplier, implementing a sub-tier supplier rating system, ensuring adequate review of procurement documentation prior to procurements, controlling procurement of critical items for Seller product, inspection of procured items to documented procedures, and control of non-conforming material, including corrective action.

D. BUYER SURVEY, SURVEILLANCE, AUDITS AND INSPECTION

Buyer has the right to conduct surveys, audits and surveillance of Seller facilities, and those of Seller 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. Buyer has the right to perform inspection at Seller facilities and those of Seller sub-tier supplier with prior coordination with Seller, during the period of manufacturer and inspection prior to shipment. Final inspection, and acceptance, shall be performed at the Buyer facility, unless otherwise specified in the procurement document.

E. DOCUMENTATION

Buyer may refuse to accept item if Seller fails to submit certifications, documentation, test data or reports specified by the procurement document.

F. CORRECTIVE ACTION REQUEST

When a quality problem exists with any Seller item, Buyer may forward a “Corrective Action Request” to Seller, requiring timely response (as stated on the Corrective Action Request), that shall include the following information: containment action, analysis of the cause of the problem, statement of the action taken to prevent recurrence and the effectiveness of the actions taken.

G. MEASURING AND TEST EQUIPMENT

Seller shall be responsible for validating the accuracy and stability of tools, gauges and test equipment used to demonstrate that any item conforms to the requirements specified by the procurement document. Documented schedules shall be maintained to provide for periodic calibration to adequate standards. Objective evidence of calibrations shall be recorded and made available for Buyer review.

H. NONCONFORMING MATERIAL

The Seller is responsible to inform Buyer of product that does not conform to requirements of the procurement documentation. Any decision to accept

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any nonconformance (variance from Buyer drawings and specifications), detected at Seller facilities, must be made by Buyer unless otherwise specified by the procurement document. Shipment of any non-conforming item shall be accompanied by Buyer approved document. **NOTE: If Non-conforming product has already been shipped, (escaped), the Seller must inform Buyer within 3 business days from learning/ having knowledge of the escape.** Seller shall provide for identification, control and segregation of non-conforming material detected at Seller.

I. INSPECTION RECORDS

Seller shall maintain records of all inspections and tests performed on any item delivered to Buyer. These records shall identify any non-conformance and shall be made available for Buyer review.

J. SAMPLE INSPECTION

Seller may use sample inspection plans, when tests are destructive, or when the records or inherent characteristics of the product indicate that a reduction in inspection/testing can be achieved without jeopardizing product quality. Sample inspection shall be in accordance with the applicable Buyer specification. When not specified by Buyer, military or a recognized standard sampling plan may be used. Buyer approval is required for sample inspection plans other than military or a recognized standard prior to their implementation. Products inspected by a sampling plan must use acceptance number Zero; i.e. accept on Zero defects & reject on ≥ 1 defect.

Q-2 BUYER SOURCE INSPECTION

Seller conformance to Buyer requirements shall be verified by Buyer and shall be performed at Seller facilities prior to shipment of items being procured. Seller shall provide reasonable facilities and a copy of Buyer specification/drawing and the procurement document for Buyer verification of Seller conformance to the procurement document and specification/drawing requirements. Buyer reserves the right to audit/verify conformance to Buyer requirements at Seller facility and at Seller sub-tier supplier facilities for any item not manufactured/processed within Seller facilities.

Buyer Source Inspection shall include, but not limited to the following:

- Validation of Seller automated test programs and procedures to Buyer specification/drawing requirements (when applicable).
- Witnessing Seller performance of acceptance/qualification testing and inspections to Buyer specification/drawing requirements. Seller shall perform an additional acceptance test/inspection when Buyer has not witnessed Seller acceptance testing.
- Review of Seller acceptance test/inspection data and reports to verify conformance with Buyer specification/drawing requirements.
- Review of lot qualification test data to Buyer specification/drawing requirements, if applicable.
- Verification of Seller packaging and packing of items being procured to ensure conformance with Buyer procurement document or specification/drawing requirements.
- Verification of item traceability and Seller certification to ensure conformance with Buyer procurement document or specification/drawing requirements.

Seller shall provide inspection/test data and reports to Buyer indicating which characteristics, parameters, dimensions, etc., were actually tested/inspected for validation to Buyer specification/drawing requirements.

Seller shall notify the Buyer not less than three working days prior to the time that items are ready for Buyer source inspection.

After Buyer source inspection, any rework or test of the item(s), including any unscheduled or unauthorized entry, such as removal of a panel, cover, or enclosure shall void the Buyer source inspection and Seller shall request Buyer to repeat applicable source inspection step(s)

Q-3 BUYER AUDIT/PROCESS VERIFICATION

Buyer audit of Seller process operations shall include, but not be limited to, the following:

- Verification that Seller is maintaining a Quality Assurance System that has been previously approved by Buyer.
- Verification that Seller flow down of requirements to sub-tier suppliers is adequate to meet Buyer requirements.
- Verification that Seller work instructions are adequate to ensure implementation of Buyer requirements.
- Verification that Seller manufacturing processes is under control to ensure product quality, configuration control and traceability to meet Buyer requirements.
- Verification that Seller is maintaining proper control of non-conforming material and taking corrective action, as required.

Q-4 TEST DATA

When Buyer specification requires test data to be recorded during performance of acceptance testing, a copy of the recorded data, showing evidence of Seller inspection and verification of conformance, shall accompany shipment of items to Buyer. Data shall meet the format requirements of Buyer specification and, as a minimum, be identified with:

- Buyer procurement document number and applicable change notice number.
- Buyer specification/drawing number and revision letter.
- Buyer engineering order(s).
- Part number.
- Type of test performed.
- Lot number, serial numbers, and/or codes of items tested.
- Total quantity tested, quantity accepted and quantity rejected.
- Any codes, keys or other information necessary to interpret Seller data.

Q-5 SELLER’S BASIC CERTIFICATE OF CONFORMANCE

Seller shall provide a basic Certificate of Conformance providing a statement that the items furnished per the Buyer procurement document have been manufactured, tested and inspected in accordance with the requirements and the results of such tests and inspections meet the requirements of the Buyers procurement document.

The Certificate of Conformance shall include at a minimum:

Seller’s name, Sellers Address – Location where manufactured/tested/supplied from, Item name – Description, Seller’s Part Number, Buyer’s Name, Buyer’s Part number, Procurement Document number/revision, Signature of the Seller’s Authorized Representative, the title of Signatory and date.

When applicable based on the procurement document and/or product requirements the Certificate of Conformance shall include: Serial Number, Lot Number, Process Number, Batch Number, Specification/drawing number including applicable revision designation

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Any certificate not meeting the above requirements is subject to rejection by Buyer upon receipt.

Certification documentation must provide information that authenticates tracability to the applicable OCM/OEM. Suppliers should utilize SAE AS5553 for guidance.

Q-6 REQUIREMENTS FOR AEROSPACE DISTRIBUTORS

The distributor shall identify on the C of C the name and location of manufacturer of each item under the procurement document. When items are identified by Buyer’s specification/drawing number, the distributor shall provide complete information as to the original manufacturer and original manufacturer’s part number, lot number, serial number, and/or date code of items shipped. Such identification shall be submitted with each shipment.

Note: Original Manufacturer Certificate of Conformance is required by the procurement document in addition to basic Certificate of Conformance (Q-5 above).

Q-13 FOREIGN OBJECT PREVENTION

The Supplier shall implement all necessary arrangements required to prevent, detect and eliminate foreign object debris during manufacturing, assembly, inspection, storage, maintenance, packaging and shipping.

Q-7 QUALITY SYSTEM: SAE AS9100 and/or ISO9000 Latest Revision

The seller shall provide and maintain a Quality Management System that is registered to or Compliant with SAE AS9100 and/or ISO 9000 Standards Latest Revision. The Seller capability to perform satisfactorily to these requirements shall be demonstrated by having either:

- A. Certification from an accredited registrar
- B. Approval as QML/QPL
- C. Evidence of Seller’s Customer or Third Party Approval

Q-8 PPAP

The Seller is required to provide PPAP reports using the AIAG (latest revision) Standard Forms and method. The Buyer’s procurement document will define the level of PPAP required. The use of alternate forms and method are to be approved by Buyer.

Q-9 FIRST ARTICLE INSPECTION (FAI)

The Seller is required to provide First Article Inspection reports using the SAE AS9102 (latest revision) Standard Forms and method. The use of alternate forms and method are to be approved by Buyer

Q-10 SHELF LIFE

The Seller shall provide time sensitive products with more than 80% of the shelf-life remaining at time of receipt. The Seller will identify the date of manufacture on the C of C.

Q-11 CONTROL OF RECORDS

The Seller shall Control Records that provide evidence of product conformity to requirements a minimum of 7 years after final delivery or according to procurement documentation. These records shall be made available to the Buyer upon request

Q-12 COUNTERFEIT PARTS

The Seller shall supply new and authentic parts. No counterfeit or suspect counterfeit parts are to be supplied. Distributors shall purchase parts directly from the Original Component Manufacturer/Original Equipment Manufacturer. (OCM/OEM) or through the OCM/OEMs authorized distributor. Upon receipt of parts at Cantwell Cullen, requested