

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
3. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
4. Our organization, our customers and regulatory authorities may inspect, oversee and evaluate Vendor's facilities' systems, data, equipment, personnel, records and all completed articles manufactured involved in the Purchase Order. Right of entry/access includes all the applicable areas of all facilities, at any level of the supply chain, involved in the Purchase Order.
5. Vendor shall achieve and maintain a Quality Management System (QMS) acceptable to our organization for Products procured under this Purchase Order.
6. Our organization reserves the right to review and approve the Vendor's Quality Management System (QMS).

Standard QMS Requirements Include:

- a) Vendors providing special processing must maintain a system for validating processes.
 - b) Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c) Vendors initially approved for use via Certification (ISO9001, AS9100, AS9120, NADCAP, etc.) must notify our organization of any changes to that certification.
7. Vendors providing or subcontracting special processing must be listed in the Boeing Approved Process Sources Document D1-4426 (<http://active.boeing.com/doingbiz/d14426/index.cfm>). All special processes required by this Purchase Order must be performed by qualified personnel.
 8. Vendor manufacturing Boeing parts, shall procure from Boeing [or its designated service provider who will act on behalf of Boeing (i.e.: TMX)] all raw material of the following commodity types: Aluminum flat rolled products includes all aluminum sheet, all aluminum plate, Wing plate, and body skins. Small and intermediate aluminum extrusion includes all aluminum extrusion with a 10" circle size or less. Titanium includes all wrought and un-wrought titanium mill products.
 9. When Type Design Digital Product Definition (DPD) data is utilized in manufacturing, inspection and sub-tier flow down of product definition, Vendor shall have a quality system to control Type Design DPD data to the extent necessary to fulfill program requirements. For Boeing products, the DPD data shall be managed per D6-51991 (<http://www.boeingsuppliers.com/supplier/D6-51991.pdf>).
 10. Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data. Unless noted otherwise on the face of this order, the latest revision level is to be used.

11. First Article Inspection Requirement: Vendor supplying assemblies, sub-assemblies and detail parts including castings, forgings, and modifications to standard catalogue or Commercial-Off-the-Shelf items, shall perform First Article Inspections (FAI) in accordance with AS9102 standard "Aerospace First Article Inspection Requirement". Vendor shall provide a First Article Inspection Report including the forms and package of documentation as per the requirements of the AS9102 standard for the first part supplied to SpeQtrum.
12. FOD Prevention Program: Vendor is required to establish and maintain a FOD Prevention Program in compliance with AS9146 Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations.
13. If Vendor uses an Operator Self-Verification (OSV) program, Vendor shall comply with the requirements set forth in SAE industry standard AS9162, "Aerospace Operator Self Verification Programs", as may be amended from time to time. SpeQtrum reserves the right to conduct surveillance at Vendor's facility to determine that Vendor is compliant to the requirements of AS9162.
14. Vendor shall maintain compliance to the AS9100 requirements regarding Acceptance Authority Media (AAM) and shall ensure that the use of AAM is clearly defined within its Quality Management System. Use of AAM must be considered as a personal warranty of compliance and conformity. Vendor shall maintain compliance to the AAM requirements by assessing its process and supply chain as part of its internal audit activities. The areas of focus of this assessment shall include but not limited to:
 - a) Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.)
 - b) Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, "Stamp/Sign as-you-go", etc.)
 - c) Authority Media Application Misrepresentation (i.e., uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
 - d) Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper Use of authority media, etc.)
15. When SpeQtrum notifies Vendor of a detected nonconformance, Vendor shall immediately take action to eliminate the nonconformance on all products in Vendor's control. Vendor shall also maintain verification that Root Cause Corrective Action has occurred and has resolved the subject condition. SpeQtrum reserves the right to review the verification data at Vendor's facility or have the data submitted to SpeQtrum.
16. Parts returned to the Vendor under this order for rework/repair will be accompanied by proof of Vendor's inspection acceptance when resubmitted to SpeQtrum. When no fault is found by the Vendor for non-conforming product(s), the order will be accompanied by proof of supplier's test data and inspection acceptance. Resubmitted parts will also be accompanied by a copy of or reference to the applicable SpeQtrum nonconformance document(s).
17. Notification of Escapement (NOE) process: Vendor shall provide written notification to SpeQtrum when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to SpeQtrum. Written notification shall include:

- a) affected process(es) or product number(s) and name(s)
- b) description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be)
- c) quantities, shipping dates, purchase orders and destinations of delivered shipments
- d) suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers. Notification must occur within three (3) business days of knowing all the above information. However, if the condition is possible safety of flight, submit all available information immediately.

A NOE can only be used when there is a non-conformance. A NOE is not appropriate when the component does not meet Engineering requirements (non-compliant).

The requirements set forth above shall be flowed down by Vendor to Vendor's supply chain, with the modification that all supply chain notification shall pass through Vendor (and not made directly from the supply chain to SpeQtrum). Vendor shall notify SpeQtrum of all sub-tier escapes in accordance with the respective communication process set forth herein.

18. Vendor must provide a statement on the Packing Sheet or Packing Slip or Certificate of Conformance certifying its Quality Assurance Department has inspected the parts and they adhere to all requirements, applicable drawings/specifications.
19. For all Boeing Parts: Unless explicit Purchase Order direction is given to the contrary, no articles (or constituent parts thereof) ordered by SpeQtrum shall contain any Federal Aviation Administration-Parts Manufacturer Approval (FAA-PMA) markings and the accompanying paperwork (e.g., packages, shippers, etc.) shall not contain any FAA-PMA markings.

THE VENDOR WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO SPEQTRUM: 'Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings.'

20. The Vendor is required to:
 - a) Notify our organization of nonconforming product using the NOE process.
 - b) Obtain our organization approval for nonconforming product disposition.
 - c) Prevent use of counterfeit parts
 - d) Notify our organization of changes in product and/or process, changes of vendors, and changes of manufacturing facility locations.
 - e) Flow down to external providers all applicable requirements, including customer requirements.
 - f) The Vendor is required to retain all Records associated with the Purchase Order for calendar year +10 years from the date of shipment, unless otherwise specified in the Purchase Order. At the expiration of such period set forth above and prior to any disposal of records, Vendor will notify SpeQtrum of records to be disposed of and Speqtrum reserves the right to request delivery of such records.
 - g) Ensure that the persons within their organization are aware of their contribution to product or service conformity, product safety and importance of ethical behavior.

21. All vendors providing Calibration Services must:
 1. Maintain Certification to ISO17025, ISO10012-1, ANSI Z540-1 (or equivalent) or be otherwise approved by our organization.
 2. Provide reporting of "As Found" and "As Left" status if the item is found to be out of tolerance
 3. Identify Calibration Standards used
 4. Utilize Calibration Standards traceable to NIST or equivalent national standard
22. Vendor must implement and comply with the following IAQG standards:
 - a) AS9103 – Variation Management of Key Characteristics
 - b) AS9131 – Nonconformance Data Definition and Documentation
 - c) ARP9134 – Supply Chain Risk Management
23. Vendor must respect the basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to vendor's performance under this Purchase Order. Any material violation of law may be considered a material breach of this Purchase Order for which SpeQtrum may elect to cancel any open Purchase Orders between SpeQtrum and the Vendor.
24. In performing the obligations of this Purchase Orders, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").
25. For Boeing products vendor must retain on file the results of the final inspection for all kitted parts or assemblies that will include a dimensional inspection, temper inspection per BAC 5946 for aluminum alloys, and hardness inspection per BAC5650/BSS7350 for steel and CRES alloys. Final Product Acceptance for all detail parts must include one hundred percent (100%) inspection of temper (Conductivity one hundred percent (100%)) and Rockwell Hardness (high and low conductivity readings) for aluminum alloys, and one hundred percent (100%) Rockwell Hardness inspection for steel and CRES alloys. Inspection of temper must be accomplished after the final machining operation on fully tempered material and/or the final heat treatment operation, where applicable. The required range must be listed along with the range of measured values at the appropriate place on each work order and, where applicable, be transferred from process certifications. For clad materials, the type of instrument used to verify compliance must also be listed. Sampling of hardness inspections may be allowed for certain alloys or tensile ranges if permitted by the governing customer documents or the corresponding heat treatment specification.
26. For Boeing products, if castings are included on an order the packing sheet, certificate of compliance or certified test reports accompanying shipments shall certify that the castings have been inspected in accordance with BAC5652, *Inspection of Castings*.
27. For Boeing products, all parts painted with BMS10-11 Type I primer, Mil-PRF-23377 primer, and/or BMS10-11 Type II enamel in accordance with BAC 5736, Application of Chemical and Solvent Resistant Finishes, should be tested to the requirements defined within that BAC and BSS 7225, *Tape Test Adhesion*, as referenced.

28. SpeQtrum requires that the provisions/requirements set forth above be included in Vendors direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Vendor's direct network of suppliers providing material, equipment, information, and services integrated into products and services.
29. When specifically requested by SpeQtrum, Vendor shall make specified quality data and/or approved design data available in the English language.
30. Vendor shall perform 100% inspection for in-process and final inspection, or Vendor shall conform to requirements of document AS9138 "Aerospace Series – Quality Management Systems Statistical Product Acceptance Requirements" as may be amended from time to time. With the exception noted herein Vendor's statistical sampling procedure/plan conformance to AS9138 with minimum protection levels meeting SAE AS9138 Table A1 and C=0 will constitute SpeQtrum Quality approval subject to restrictions noted in AS9138, Section 4.3 Safety/Critical Characteristics, and part/product Design Data sampling requirements and/or prohibitions.

Buyer reserves the right to disallow a supplier's statistical methods for product acceptance for specific sites/ programs, parts or characteristics, and to conduct surveillance at Vendor's facility to assess conformance to the requirements of AS9138.

Aerospace standards such as AS9138 can be obtained from SAE International at:

<http://standards.sae.org>

31. Vendor will not and will ensure its supply chain will not, initiate a movement or transfer of the location to be performed without SpeQtrum's prior written approval (Per AS9100, from one organization facility to another, from the organization to a supplier, from one supplier to another supplier). Vendor shall inform SpeQtrum in writing including required implementation plans. Notification shall be prior to the manufacturing start date of the first part associated with the work transfer.
32. Controlled or Approved Manufacturing Planning: "Controlled" or "Approved" planning requirements are derived from the part specific Engineering requirements. Planning changes to "controlled" or "approved" planning requires compliance with the associated process prior to implementing proposed changes within vendor's production system and commencing manufacture. Vendor shall submit manufacturing planning changes to SpeQtrum in accordance with the requirements described within the associated process for approval/re-approval.
33. Vendor shall control all inventory of Original Equipment Manufacturer (OEM) proprietary product that is in excess of contract quantity in order to prevent product from being sold or provided to any third party without prior written authorization from the OEM. Additionally, Vendor shall not provide Product from excess inventory that was previously rejected or returned by SpeQtrum without prior written authorization from SpeQtrum. When Vendor fulfills an order with Product from excess inventory, for which Vendor was the original manufacturer, Vendor shall be able to demonstrate traceability to the original OEM purchase document that authorized manufacture of the Product when requested by SpeQtrum or its Customers.



Appendix A, Terms & Conditions

SOP-10, Rev. G
Release Date: 01/29/2021
Approved By: Armando Mora

34. Clad Aluminum Exterior Aircraft Skins for Boeing products: All vendors providing clad aluminum exterior aircraft skins per Boeing document D6-9002, "Appearance Control of Clad Aluminum Exterior Skins" shall inspect the skins per D6-85354, "Skin Quality Inspection of Clad Aluminum Exterior Skins".