



Electrospec Quality Purchase Order Quality Agreement

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The following Quality clauses make up the Quality agreement that apply to Electrospec's Purchase Orders (POs). The Quality agreement is presented in two parts. Agreement 1 applies to domestic and international SELLERS who are OEMs, franchised distributors, distributors and brokers. Agreement 2 has additional requirements that apply to domestic and international SELLERS of testing services. A deviation from the agreement in part or whole requires written approval from Electrospec representative.

Agreement 1

Clause E1 – Quality Management System

Third party certification (ISO 9001:2000; AS9120) is desirable, but a Quality system that generally complies with industry standards is acceptable. The SELLER is responsible for delivering the item purchased based on approved form, fit and function requirements as per drawings and specifications. Electrospec is responsible to flow down requirements for items purchased.

Clause E2 – Right of Access

The SELLER must allow Electrospec, Electrospec's customers and regulatory agencies access to facilities and all documentation related to items purchased.

Clause E3 – Notification of Change

The SELLER must notify Electrospec to any changes to product, processes, suppliers, and facilities. No partial or whole substitutions allowed without notification and written approval from Electrospec.

Clause E4 – Material Conformance

- a. The SELLER is required to supply a certificate of conformance (COC) with the approval signature of the SELLER's representative that the part complies to form, fit and function requirements for the part supplied based on an industry accepted inspection plan.
- b. The SELLER is required to supply a copy of the manufacturer's COC with the approval signature from the manufacturer's representative that the part complies to form, fit and function requirements for the part.
- c. The SELLER shall supply appropriate test reports demonstrating the integrity of the part to comply with form, fit and function requirements.
- d. If part requires First Article Inspection (FAI) the SELLER is required to supply utilizing AS9102 forms with all supporting documentation that includes but not limited to individual material component COCs, part balloon drawing.

Clause E5 – Record Retention



The SELLER is required to maintain all appropriate Quality documentation that supports form, fit and function requirements for a minimum of seven years.

Clause E6 – Lot Traceability

The SELLER is required to supply on all documentation retained and supplied for a part and parts labels a lot number and/or date of manufacturing (DOM). This includes clearly segregating and identifying the quantity for each lot supplied per shipment.

Clause E7 – Shelf Life

The SELLER must identify all parts with a shelf life requirement on documentation and part label. When no shelf life requirement applies it must be stated. If a part does have a shelf life it must be clearly identified with an expiration date and that expiration date must demonstrate that that part has a minimum of 75% of its shelf life remaining.

Clause E8 – Packaging

- a. The SELLER must package all parts based on individual requirements for form, fit and function. This includes as appropriate:
 - 1) Electrostatic discharge (ESD) handling, packaging and labeling
 - 2) Foreign object debris (FOD) elimination
 - 3) Commercial packing and labeling requirements to prevent part damage due to normal shipping and handling exposure

Clause E9 – RoHS / Mercury Free Compliance

The SELLER must comply on documentation that parts comply with RoHS and/or mercury free requirements.

Clause E10 – Control of Non-Conformity

The SELLER must have a system in place to prevent and control Electrospec from receiving any parts that do not conform to form, fit and function requirements. The SELLER must include in the system a mechanism to communicate to Electrospec any suspected and/or actual non-conformance occurrences.

Clause E11 – US International Traffic in Arms Regulations (ITAR) Notification

The SELLER is required to notify Electrospec if a part and its documentation requires management under section 22 CFR120.10 and 120.16.



Agreement 2 – Additions to Agreement 1

Clause E12 – Sampling and Testing Requirements

The SELLER of test services is required to test parts initially based on an ANSI/ASQC Z-1.4 Level II Normal sampling plan utilizing an AQL of 10% for acceptance/reject. The sampling must be representative from through out the lot. An acceptance/reject is the criteria to continue to test parts 100%. If the reject level is achieved during the initial sampling/testing then a written approval from Electrospec is required to continue testing 100% of the parts.

Clause E13 – Test Reports The seller of test services is required to supply Electrospec with appropriate signed and approved reports demonstrating parts passed flow down requirements from Electrospec for form, fit and function.

Clause E14-Notification of Nonconforming Goods and Changes in Specifications: Seller shall notify Buyer of nonconforming goods detected after delivery of goods, which could or does affect goods delivered and shall notify Buyer of changes in goods definition (material, processing, configuration, etc.) that could affect acceptance of goods.

Clause E-15-Flow Down of Applicable Requirements: The requirements contained within this Contract shall be flowed down the supply chain, as applicable, including any special and/or specific customer requirements.

Clause E-16 Rejection: If Seller delivers nonconforming goods or performs nonconforming services, Buyer may, at its option and at Seller's expense: (i) return the goods for refund or credit; (ii) require Seller to promptly correct or replace the goods or services; or (iii) obtain conforming goods or services from another source. Buyer shall specify the reason for any return or rejection of nonconforming goods or services and/or shall describe the action taken. Seller shall be liable for any increase in costs, including procurement costs, attributable to Buyer's rejection of the nonconforming goods or services.