

## **ALL FLEX SOLUTIONS, INC. PURCHASE ORDER QUALITY CLAUSES**

Purchase Order Quality Clauses are individually identified on All Flex Solutions' purchase orders. When specified on the purchase order, the identified Quality Clauses shall apply to all goods and services furnished by Seller to All Flex Solutions, Inc.

- Q01 Right of Entry** - All Flex Solutions, Inc., its customers and government and/or regulatory authorities reserve the right of entry to your facility and all other facilities involved in the order, including sub-tier suppliers. These representatives shall have access to perform quality surveys and inspections as well as access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control and configuration control of the All Flex Solutions, Inc. product. All Flex Solutions, Inc. reserves the right to determine and verify quality of work, records and material. Such visits shall not preclude subsequent rejection of product and do not absolve the supplier of its product integrity responsibilities.
- Q02 Quality System Requirements** - The seller shall maintain a quality management system that complies with the latest version requirements of ISO 9001, or an equivalent system that provides adequate inspection to verify that the product/service supplied is in full compliance with the purchase order requirements and all applicable specifications. Compliance with these requirements is subject to audit by All Flex Solutions, Inc. The seller shall notify All Flex Solutions, Inc. of their QMS certifications and/or compliance status changes. The seller shall flow down to all sub-tier suppliers the applicable requirements in the All Flex Solutions purchasing documents, including requirements to use customer designated or approved external providers and process sources.
- Q03 Quality Records** - Seller shall maintain quality records, including traceability throughout all stages of manufacturing/processing. The quality records must be legible, reproducible, and identifiable to the purchase order. Quality Records shall be stored and maintained in manner so they are readily retrievable and in a suitable environment to minimize deterioration or damage and to prevent loss. This requirement applies to All Flex Solutions, Inc. suppliers and any sub-tier suppliers. The retention period for Quality Records is three (3) years minimum unless otherwise specified. Record retention longer than three (3) years will be specified on the purchase order. Seller shall contact All Flex Solutions, Inc. for guidance on disposal of quality records related to this order. All Flex Solutions, Inc., our customers, Government, and Regulatory Agency representative shall have access to review all quality records as they pertain to this order.
- Q03.1 Quality Records** - Seller shall maintain quality records, including traceability throughout all stages of manufacturing/processing. The quality records must be legible, reproducible, and identifiable to the purchase order. Quality Records shall be stored and maintained in manner so they are readily retrievable and in a suitable environment to minimize deterioration or damage and to prevent loss. This requirement applies to All Flex Solutions, Inc. suppliers and any sub-tier suppliers. The retention period for Quality Records is ten (10) years minimum unless otherwise specified. Record retention longer than ten (10) years will be specified on the purchase order. Seller shall contact All Flex Solutions, Inc. for guidance on disposal of quality records related to this order. All Flex Solutions, Inc., our customers, Government, and Regulatory Agency representative shall have access to review all quality records as they pertain to this order.
- Q03.2 Corrections to Documents / Records** – use of correction fluid or tape to make corrections to documents and records is prohibited. The only acceptable method for corrections is to strike through the incorrect information, write the corrected information, and place a signature and date next to the correction.
- Q04 Corrective Action** - Acceptance of this Purchase Order obligates seller to perform, upon request, a written corrective action investigation when All Flex Solutions, Inc. receives discrepant material. A corrective action report shall be furnished, within thirty (30) days, which is specific and conclusive to prevent recurrence of the discrepancy.
- Q05 Specification Revisions** - The product being manufactured and/or service performed must be completed per Purchase Order and Engineering drawing requirements. The specification revision used shall be the current revision unless otherwise specified on the purchase order.

**Q05.1 Control of Product & Equipment** - Seller shall notify and obtain approval in writing from All Flex Solutions, Inc. prior to any changes to product, equipment, manufacturing processes, suppliers, work transfers, and facilities. Seller shall not subcontract work to other suppliers without prior written approval from All Flex Solutions, Inc. When such approval is granted, all terms and conditions of the All Flex Solutions, Inc. purchase order, including requirements to use customer designated or approved external providers and process sources shall be flowed down to sub-tier suppliers.

**Q06 Certificate of Compliance (CofC) and Traceability Documents** - Certification documents are required from supplier and sub-tier supplier or original manufacturer, and shall be identified with and include the following (as applicable):

- (a) The All Flex Solutions, Inc. purchase order number
- (b) Identify the service(s) or process(es) that were performed
- (c) Quantity, Lot and/or Serial Numbers
- (d) Part Number and Revision as specified on the purchase order
- (e) Each applicable material, process specification and/or Technical sheet, including the revision of each as called out on the drawing and purchase order.
- (f) Signature, Title and Date by an authorized Quality representative of the Seller. All traceability Documentation / Certifications must accompany each shipment and must be legible. The supplier shall have traceability for all raw materials and processing lots throughout the manufacturing process, inventory storage points, and within all levels of the supply chain back to the original source.

**Q07 Test Reports/Certificate of Analysis** - Each shipment must be accompanied by one (1) legible and reproducible copy of actual test results identifiable with test parameters and product submitted. These reports must contain the Test / Inspection Stamp of the individual performing the task, or the signature and title of the authorized representative of the agency performing the test.

**Q07.1 Test Specimens** – Seller shall provide test specimens for design approval, inspection/verification, investigation or auditing.

**Q08 Control of Nonconforming Product** - Seller shall notify All Flex Solutions, Inc. in writing of nonconforming product or processes prior to shipment, and shall ensure that nonconforming product is segregated, tagged and controlled to prevent unintended use or shipment. If it is discovered that nonconforming product has been delivered to All Flex Solutions, Inc., the Seller shall immediately notify All Flex Solutions, Inc. of such nonconformities. All Flex Solutions, Inc. grants no Material Review Board (MRB) authority to the seller.

**Q09 Material Suppliers** - Material suppliers shall provide a material certificate of conformance to requirements specified in the purchase order.

**Q10 Materials Receiving Inspection** - Seller certifies that receiving inspection has been performed on purchased materials to ensure compliance with all drawings and specifications, and that test reports and/or raw material certifications are on file available for review by All Flex Solutions, Inc. upon request.

**Q11 Safety Data Sheets (SDS)** - SDS shall be included in each shipment of materials or chemicals that contain hazardous materials or requires special attention for safe handling.

**Q12 Limited Shelf Life Material** - The seller shall identify each item, package or container of limited-calendar-life material with the cure or manufacture date, storage temperature, special handling conditions and requirements, in addition to the normal identification requirement of name, part number, specification number, type, size, quantity and manufacturing recommended shelf life. This identification, including special handling conditions and requirements shall be recorded on certifications and shipping documents for the material. Any product with a shelf life must be shipped with a minimum of 75% shelf life remaining unless otherwise specified.

**Q13 DFARS Requirements** - If suppliers product fall under the specialty metal clause of 252.225.7008 or 7009, supplier must comply with the Berry Amendment to the Defense Federal Acquisition Regulation Supplement (DFARS) restrictions on specialty metals (48 C.F.R. § 252.225-7008; 48 C.F.R. § 252.225-7009), which include raw materials/components made with any steel, metal alloys consisting of nickel, iron nickel, and cobalt base alloys, titanium and titanium alloys, zirconium and zirconium based alloys. The supplier must provide All Flex Solutions, Inc. with a certification of compliance with each shipment documenting that the product complies with 48 C.F.R. § 252.225-7008 or 48 C.F.R. § 252.225-7009, Alt 1 specialty metal requirements. If you have any questions, please visit the government webpage at <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> or contact your All Flex Solutions, Inc. buyer.

**Q14 Conflict Minerals** - the term Conflict Minerals is defined as minerals derived from those mined in the Democratic Republic of the Congo (DRC) or adjoining countries and which directly or indirectly finance or benefit armed groups in that region. These minerals are: gold (Au), tantalum (Ta) from columbite-tantalite, tin (Sn) from cassiterite, and tungsten (W) from wolframite.

- (a) The seller certifies that there are no Conflict Minerals present in the product being provided and
- (b) The seller shall submit with each shipment made against this purchase order a separate certification that includes:
  - (1) a statement that seller has taken responsible steps to ensure that product being provided does not contain Conflict Minerals,
  - (2) the name of the country of origin and the name of the smelter from which the minerals were mined,
  - (3) a statement that the materials furnished to All Flex Solutions, Inc. are in conformance with Section 1502 of the Dodd-Frank Financial Reform Act (15 USC § 78m(p)).
  - (4) The certification shall reference the metal, All Flex Solutions, Inc. purchase order number, part number and/or lot traceability number, description and quantity shipped. This certificate shall also affirm that supporting documentation is on file and will be made available to All Flex Solutions, Inc. or regulatory agencies upon request. Supporting documents shall be maintained for a minimum of ten (10) years, unless otherwise specified on the purchase order, and remain legible, identifiable, readily retrievable and stored in a manner to prevent damage and/or deterioration.

**Q15 Counterfeit Goods Prevention**

- a. Seller represents and warrants that Counterfeit Goods are not contained in Goods delivered to All Flex Solutions, Inc. through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts.
- b. The seller must provide documented counterfeit Parts/Goods awareness training to its personnel.
- c. "Counterfeit Goods" and "Counterfeit Parts" shall mean any goods or parts which are not genuine, not authentic, attempt to mimic a brand without authorization, purport to be of a brand but are made without the brand's consent, and/or are a copy or substitute without legal right or authority to do so or one whose material, performance, or characteristics are knowingly misrepresented by a supplier at any level in the supply chain. Examples of counterfeits include, but are not limited to:
  - (1) Parts/Goods that don't contain the proper internal construction (Die, Manufacturer, Wire Bonding, etc.) consistent with the ordered part;
  - (2) Parts/Goods that have been used, refurbished, or reclaimed, but represented as new product;
  - (3) Parts/Goods that have a different package style or surface plating/finish than the ordered parts;
  - (4) Parts that have not successfully completed the OEM's full production and test flow, but are not represented as completed product;
  - (5) Parts sold as upscreened parts, which have not successfully completed upscreening; or,
  - (6) Parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, grade, or manufacturing date.

- d. Seller shall purchase parts/goods directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM.
- e. Supplier Certificate of Compliance (C of C) and the Manufacturer C of C are required for the parts/goods listed on the Order.
- f. In the event Seller becomes aware or suspects that it has furnished Counterfeit Parts/goods, it shall immediately notify All Flex Solutions, Inc. When requested by All Flex Solutions, Inc., Seller shall provide (if available) Authorized Seller documentation that authenticates traceability of the parts/goods to the applicable Authorized Seller.
- g. In the event that Goods delivered under this Order are, or include, Counterfeit Parts/Goods, Seller shall promptly investigate, analyze and report in writing to All Flex Solutions, Inc. whether such Counterfeit goods should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Seller's sole expense. The parties shall then agree upon the appropriate course of action.
- h. Seller shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to All Flex Solutions, Inc.

**Q16 Export/Import Compliance** - Each party shall perform under this Agreement in compliance with all applicable export control laws and regulations, including without limitation the US Department of Commerce's Export Administration Regulations (EAR) and, to the extent applicable, the US Department of State's International Traffic in Arms Regulations (ITAR). Seller agrees that no technical data, information or other items provided by All Flex Solutions, Inc. will be provided to a foreign subsidiary or parent company of the Seller and/or foreign national employees of Seller, without the express written authorization of All Flex Solutions, Inc. and the Seller obtaining the appropriate export license, technical assistance agreement, or other requisite documentation for ITAR controlled technical data or items. Seller shall immediately notify All Flex Solutions, Inc. if it becomes listed on any Excluded or Denied Party List of an agency of the US Government or has its export privileges denied, suspended or revoked.

**Q17 Certificate of Calibration** - the supplier shall submit for each item calibrated, one reproducible record of actual calibration results, including applicable graphic and tabular data traceable to the National Institute of Standards and Technology (NIST) and certified to ISO 17025. Records shall be traceable to the individual item tested, by part number, serial number and customer's order number for the item shipped. The organization's calibration certificate shall include a unique calibration tracking number, tolerance range, and when applicable, environmental conditions for each parameter calibrated. The certificate shall also state the operating error per specification, the degree of correction of out of tolerance condition and remaining uncorrected out of tolerance condition, if applicable.

**Q18 Source Inspection** - All Flex Solutions, Inc. will inspect the material submitted on this purchase order at the seller's facility. Source inspection approval or acceptance by the All Flex Solutions, Inc. Quality representative shall not constitute final approval or acceptance by All Flex Solutions, Inc. of the items covered by this purchase order, nor shall it relieve the seller of their responsibility to furnish acceptable product.

**Q19 RoHS Compliance** - The seller shall provide certification to the most current version of EU Restriction on Hazardous Substances in Electrical and Electronic Equipment (RoHS) directive. Seller is requested to certify the RoHS compliance status of the items supplied under this purchase order and provide information as needed to confirm process capability and traceability. The identification scheme employed must clearly differentiate compliant parts from their predecessors. In lieu of specific reporting requirements, Seller will provide material declarations based on the latest version.

**Q20 Handling, Packaging, Preservation and Delivery** - The seller shall use appropriate methods of handling, packaging, and preservation to prevent damage of product in process and during delivery.

**Hazardous Materials** - as defined by the EPA, shall be packaged and clearly identified in such a manner as to include any and all special handling, packaging, storage, environmental, or other requirements imposed by statute or regulation. Seller must comply with Electro Static Discharge (ESD) packaging requirements where applicable.

- Q21 DPAS Rated Orders** - This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Supplier shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700 et. seq.).
- Q22 Measuring & Test Equipment** - It is the Seller's responsibility to ensure that all equipment used for inspection and testing of All Flex Solutions, Inc. supplied parts are maintained and that calibration is traceable to National Institute of Standards and Technology (NIST) requirements. The suppliers calibration system shall meet the requirements of ANSI/NCSL Z540.1-1994 or ISO/IEC 17025.
- Q23 Personnel Qualification** - Personnel are required to be aware of their contribution to product conformity, product safety, and ethical behavior. Personnel performing inspection and testing operations shall meet the technical and educational requirements for their assigned duties. Evidence of training, qualification or certification are maintained and personnel are provided continual training to maintain job proficiency. Training of personnel shall be documented and maintained up to date. Records shall be provided upon request.
- Q24 Foreign Object Debris/Damage (FOD) Prevention** - The Seller shall maintain a FOD prevention program. Prior to closing inaccessible or obscured areas and compartments during assembly, the Supplier shall inspect for foreign objects/materials and ensure no FOD exists. The supplier shall ensure tooling, jigs, fixtures, and test or handling equipment, are maintained in a state of cleanliness and repair sufficient to prevent FOD. By delivering items, the supplier shall be deemed to have certified that such items are free from any foreign materials that could result in FOD. The supplier's quality program shall include FOD preventive practices and packaging.
- Q25 Destruction of Export Controlled and Official Use Only Information** - export controlled manufacturing information provided to the Seller by All Flex Solutions, Inc. must be destroyed when no longer needed. Manufacturing information includes documents, electronic media, models and materials (including scrap and in-process scrap). Destruction must make said items unrecognizable and must be disposed of using normal waste processing.
- Q26 Honeywell / Sandia PQR 1050 Requirements** - Seller must meet all requirements listed in section 5 of specification PQR 1050 Supplier Quality Program, IV (current revision).
- Q27 First Article Inspection** - A First Article Inspection (FAI) shall be performed on the first manufacturing lot produced and results documented on Form AS9102 or Equivalent FAI Report. The report shall include actual variable inspection and test results for all measurements as feasibility permits. Values shall be reported in the same measurement units (Imperial or Metric) as specified on the drawing. Characteristics shall be ballooned. In the case that multiple characteristics or identical characteristics occur in more than one location (e.g., 2X) each characteristic shall be listed and reported separately. The Gage and Test Equipment used for First Article Inspection (FAI) shall be listed.

Report Format shall be IAW AS9102 or Equivalent Format. Equivalency Shall Be Approved by All Flex Solutions, Inc.

**NOTE:** First Article Inspection is not required if any of the following conditions apply:

- Residual Inventories are Being Provided From Prior Manufacturing Lots in Which a First Article Inspection Has Been Performed.
- Lapse in Production Is Less Than or Equal to 6 Months.
- First Article Inspection Has Been Waived, In Writing and Approved by All Flex Solutions, Inc.

**NOTE:** First Article Inspection is required if any of the following conditions apply:

- A Change to the Specification or Manufacturing Process.
- Lapse In Production Is Greater Than 6 Months.
- A Change in Material or Source of Supply.

AS9102 FAI Forms can be Obtained At: <http://www.sae.org/>

**Q28 Traceability/Lot Control** - Product Traceability and Lot Control are required on all components and/or Procurement Documentation. Traceability Method(s) must provide identification to original manufactured lot numbers, date codes, inspection records, test data, components, and/or materials as required by the Purchase Order and or Procurement Documentation. The seller must be able to provide, on demand, positive traceability from raw materials to manufactured lots up through inspection and/or testing.

**Q29 Change & Deviation Approval** - Seller agrees that the work produced internally and/or the work procured from sub-tier suppliers under this contract shall comply with the following requirements:

- Unless a documented change request form is approved by the customer, changes shall not be made to the design, manufacturing process, inspection and/or test equipment, or materials.
- Source of supply shall not change for materials, manufacturing, components, or assembly.
- Changes shall not be implemented unless approved by customer.

If the seller or sub-tier seller cannot meet any of the requirements exactly as specified on the Purchase Order, Drawing, or Procurement Documentation, the seller shall notify customer immediately. Where deviation has been approved, the approval form must accompany each shipment.

**Q30 CMMC** - Seller must meet the requirements of the following: DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting, DFARS 252.204-7019 Notice of NISTSP 800-171 DoD Assessment Requirements, DFARS 252.204-7020 NIST SP 800-171 DoD Assessment Requirements, and DFARS 252.204-7021 Cybersecurity Maturity Model Certification Requirements.