

#### 1. Certificate of Conformance

The supplier shall submit with each shipment a Certificate of Conformance which shall be dated and bear the signature and title of an authorized supplier representative, stating that the articles furnished to Ultra Sonobuoy Systems are in conformance with applicable requirements of the purchase order, including the drawings and specifications, and that supporting documentation is on file and will be made available to Ultra Sonobuoy Systems or Government representatives upon request.

The supplier, if other than a manufacturer, shall include within the Certificate of Conformance, or by a separate certification, the origin of manufacture and procurement, and the applicable traceability information for articles delivered. The supplier shall certify that any required QPL (Qualified Parts Lists) parts have been manufactured by or procured from approved QPL sources.

In addition to the above requirements, the certification from the supplier shall include as a minimum:

- Manufacturer's Name
- Manufacturer's Address (where part or material is made).
- Manufacturer's Cage Code (if applicable).
- Name of organization issuing the C of C ( if different from above )
- Part number of item being certified (as stated on the P.O.)
- Revision Level (if applicable)
- Serial Number (if applicable)
- Manufacturer's lot, batch number/date code
- Expiration and/or cure date if applicable
- Special process and inspection/specification (including revision number) numbers as applicable
- Quantity shipped
- Ultra Sonobuoy Systems purchase order number
- Return Material Authorization (RMA) (if applicable)
- Retest date, when required

# 2. Inspection System

The supplier shall maintain an inspection system applicable and adequate for the material or service being supplied to Ultra Sonobuoy Systems. Records of inspection shall be maintained on file, subject to review by Ultra Sonobuoy Systems or the Government upon request. Higher-level quality system requirements, such as ISO-9001, when called out in the body of the purchase order, take precedence over the inspection system requirement above. The supplier's inspection system is subject to audit/review by Ultra Sonobuoy Systems at all times during the performance of this purchase order.

# 3. Ultra Sonobuoy Systems Inspection

Articles defined in this purchase order are subject to Ultra Sonobuoy Systems inspection at destination and will not be accepted by Ultra Sonobuoy Systems if the supplier fails to ship a properly completed certification(s) with the article(s).

#### 4. Corrective Actions

Any Corrective Action Request (CAR) issued by Ultra Sonobuoy Systems against a particular supplied product or process, shall be answered by the supplier within the time limit noted on the CAR.

#### 5. Calibration System

The supplier's calibration system shall conform to the requirements of MIL-STD-45662A or ISO 10012-1 or ANSI/NCSL Z540 and is subject to review and approval at all times by Ultra Sonobuoy Systems or the Government.

#### 6. Preservation and Packaging

The supplier shall incorporate good commercial practices for preservation and packaging of all articles applying to this purchase order and shall identify each package permanently and legibly with purchase order number, manufacturer's name, date shipped, and packing sheet number. Any static sensitive components, or assemblies containing static sensitive components, shall be packaged in such a manner as to preclude damage due to static discharge. Static sensitive components shall be packaged in accordance with the purchase order or ANSI/ESD S20.20 and ANSI/ESD S541All packages containing static sensitive components shall be identified with the approved precautionary label per ANSI/ESD S8.

#### 7. ESD Control Program

Suppliers of static sensitive components, or assemblies containing static sensitive components, shall have an established and implemented ESD Control Program in accordance with the requirements of ANSI/ESD S20.20

#### 8. Application of Acceptance Authority Media ( AAM )

Supplier shall comply with AS/EN/JISQ requirements and 14CFR Part 21.2 regarding the application of the Acceptance Authority Media ( AAM ) requirements. Supplier shall, within its organization and its supply chain, ensure that the use of AAM is clearly defined within its Quality Management System (QMS ). Seller shall, upon Ultra Sonobuoy Systems request, be able to demonstrate evidence of communication to its employees and to its supply chain; use of AAM must be considered as a personal warranty and conformity. Supplier 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 are not limited to:

- Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.)
- Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, "Stamp/Sign as you go", etc.)
- Authority Media Application Misrepresentation (i.e. Uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
- Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper use of authority media, etc.)

#### 9. Solderability Testing

Articles with solderable surfaces, which are to be delivered under this purchase order, shall be capable of passing a solderability test upon Ultra Sonobuoy Systems receipt in accordance with the applicable article specification. The solderability test, as specified by drawing and/or specification, may be preceded by up to an eight (8) hour steam aging process.

#### 10. Original Equipment (or Component) Manufacturer

All product supplied to this purchase order (or incorporated into product supplied to this Purchase order) shall be procured from an Original Equipment (or Component) Manufacturer (OEM/OCM), franchised distributor, or directly from the OEM/OCM of the Product.

If the product identified in this PO cannot be obtained from a franchised distributor or OEM/OCM, the supplier shall notify the buyer, immediately. Product (or product incorporated into the product supplied to Ultra Sonobuoy Systems) shall not be acquired from independent distributors or brokers unless approved in advance in writing by Ultra Sonobuoy Systems

#### 11. Fraudulent/Counterfeit Good - Electronic Parts

In response to a significant and increasing volume of fraudulent-counterfeit parts entering the aerospace chain, posing significant performance, reliability and safety risks, the supplier shall have a counterfeit electronic parts control plan that meets the intent of SAE standard AS5553A (Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition ).

The supplier shall flow down counterfeit detection and avoidance requirements to subcontractors at all levels in the supply chain that are responsible for buying or selling electronic parts or products containing electronic parts, or for performing authentication testing.

Seller shall also have a process for keeping continually informed of current counterfeit information and trends. Ultra Sonobuoy Systems, and our customers shall have the right to review and evaluate the policies and procedures relating to its counterfeit electronics part detection and avoidance system.

#### 12. Conflict Minerals

- (a) Consistent with the U.S. public policy underlying the enactment of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the Seller recognizes the significant risks associated with sourcing tin, tantalum, tungsten and gold (hereinafter the "Conflict Minerals") from the Democratic Republic of the Congo and adjoining countries (the "Conflict Region").
- (b) Seller shall not knowingly provide any Goods containing Conflict Minerals from the Conflict Region.
- (c) Seller shall adopt (or already have in place) policies and processes to (i) conduct a reasonable inquiry into the country of origin of any Conflict Minerals incorporated into any Goods provided under the Order, (ii) conduct due diligence of its supply chain, as necessary, to determine if any Conflict Minerals from the Conflict Region are incorporated into any Goods provided under the Order, and (iii) promptly notify Buyer if any Conflict Minerals from the Conflict Region are incorporated into any Goods provided under the Order. The Seller shall fully cooperate (at no cost to Buyer) with any inquiries conducted by Buyer or its customers to ensure compliance with this Article including, but not limited to, completing any applicable disclosure forms or survey

# 13. Environmental Health and Safety

Hazardous Material: Supplier warrants that the Work delivered or brought onto Ultra Sonobuoy Systems' premises in the performance of this Contract / Purchase Order, do not contain any hazardous materials. If hazardous materials are present in the suppliers' product, the supplier must notify Ultra Sonobuoy Systems so that Ultra Sonobuoy Systems can communicate the information to its customers as required. If a Hazardous Material is identified, then REACH requirement may also be applicable.

Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"): If work delivered by supplier under this Contract/Purchase Order will be incorporated into deliverable goods for use in the European Economic Area, the supplier may be required to identify any Substances of Very High Concern from the Candidate List as defined under European Union Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Upon request supplier agrees to provide to Ultra Sonobuoy Systems, at no increase in price, information regarding the identified chemical's name, amount contained, by weight, total part weight and safe usage information, based on the Candidate List in place at the time of receipt of request.

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# 14. Ozone-Depleting Substance

Definition: "Ozone-depleting substance," as used in this requirement, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as:

- (1) Class I, including, but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons

Supplier shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable.

#### 15. Foreign Object Debris (FOD)

By delivering items to Ultra Sonobuoy Systems, Supplier shall be deemed to have certified to Ultra Sonobuoy Systems that such items are free from any foreign materials that could result in FOD.

#### 16. Validation of Raw Material and Reports

When Supplier utilizes test reports to accept Supplier purchased raw material, the following requirements apply:

Test Reports shall be checked 100% against Supplier's requirements and applicable specifications.

Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermos-mechanical processing (i.e. forging, rolling, drawing, etc.), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

#### 17. Required Documents

Parts or material supplied shall meet the requirements of all Ultra Sonobuoy Systems approved supplier drawings, and other applicable drawings and specifications, and shall conform to the latest revision of all military specifications and standards which are applicable in fulfilling the requirements of this order.

#### 18. Proposed Changes

Suppliers of Ultra Sonobuoy Systems specification or source control drawings shall notify the buyer of any proposed change in part number or nomenclature, design change, fabrication method, or process that differs from purchase order information prior to shipment. For parts that are not designated as COTS, the supplier must obtain approval from Ultra Sonobuoy Systems before making the change.

Appropriate identification of those articles on which the change is incorporated is required.

#### 19. Limited Shelf-Life Items

The supplier shall identify materials and articles having definite characteristics of quality degradation or drift with age and/or environment. This identification shall indicate the date and/or cycle that the critical life was initiated and the date and/or cycle at which the useful life will be expended. If environment is a factor in determining useful life, identification shall also include the storage temperature, humidity, etc., required to achieve the stated useful life. In no case shall material or article be supplied to Ultra Sonobuoy Systems with less than 80% of the useful life or cycles remaining.

#### 20. Right to Know

Any materials that are volatile, toxic, or emit fumes that are harmful to human health shall be properly contained in accordance with applicable health and safety requirements. The containers shall be plainly marked as to contents with appropriate warnings, precautions, instruction, and storage conditions. Safety Data Sheets (SDS) must be supplied with each shipment.

# 21. Previously Rejected Material

The supplier shall identify parts or lots of parts previously rejected by Ultra Sonobuoy Systems which are resubmitted to Ultra Sonobuoy Systems for acceptance with the statement "Resubmitted Lot" on the supplier's shipping document. Static sensitive material rejected for improper protective packaging shall not be resubmitted.

# **22.** Ultra Sonobuoy Systems Source Inspection--Final Inspection

When required in the body of the purchase order, Ultra Sonobuoy Systems reserves the right to perform source inspection at the supplier's facility or where designated in the purchase order prior to shipment. Inspection and test of the articles defined in this purchase order shall be performed by the supplier, and shall be subject to witness by Ultra Sonobuoy Systems. The inspection and test shall demonstrate compliance with the applicable drawing and/or specifications. Ultra Sonobuoy Systems' purchasing department shall be notified seven (7) days prior to acceptance testing to allow arrangements for the Ultra Sonobuoy Systems quality representative to be present during inspection and test.

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# 23. Ultra Sonobuoy Systems Source Inspection--In-Process Inspection

When required in the body of the purchase order, Ultra Sonobuoy Systems reserves the right to perform in-process inspection at the supplier's facility. The supplier shall submit to Ultra Sonobuoy Systems their inspection plan or traveler designating in-process source inspection points. Ultra Sonobuoy Systems will designate required in-process source inspection points and so inform the supplier. The supplier shall notify Ultra Sonobuoy Systems' purchasing department 48 hours prior to the time in-process inspection coverage is required.

#### 24. JAN Branded Devices

When required in the body of the purchase order, any JAN branded devices, meeting the requirements of MIL-PRF-19500 or MIL-PRF-38535, ordered on this purchase order require traceability documentation with each shipment.

Those devices exceeding 36 months from date of quality conformance inspection shall be re-inspected by the manufacturer per MIL-PRF-19500 or MIL-PRF-38535.

MANUFACTURERS: During performance on this order, your quality control or inspection systems and manufacturing processes are subject to review, verification, and analysis by authorized Government representatives. Government stamping of lot traceability documentation is required.

SUPPLIERS: During performance on this order, your control of device lot traceability documentation and inventory control for MIL-PRF-19500 or MIL-PRF-38535 JAN branded devices are subject to review, validation, and verification by an authorized Government representative.

#### 25. Government Source Inspection

When required in the body of the purchase order, a Government Source Inspection is required prior to shipment from your plant.

Upon receipt of this order, promptly notify and furnish a copy of the purchase order to the Government Representative who normally services your plant or, if none, to the nearest Army, Navy, Air Force, or Defense Supply Agency Inspection Office so that appropriate planning for the Government inspection can be accomplished. In the event the representative or office cannot be located, our purchasing agent should be notified immediately.

### 26. Right of Entry

Ultra Sonobuoy Systems and its customers, including the US Government and/ or FAA, may determine and verify the

quality of work and material associated with this order at any place. This includes the contracted facility and any subcontracted facilities used during the production stages of material intended for incorporation into products supplied against this order.

# 27. Supplier Notification of Nonconforming Material Shipped to Ultra Sonobuoy Systems / Notification of Escapement (NoE) Process:

Suppliers shall provide written notification to Ultra Sonobuoy Systems when a nonconformance is determined to exist, or is suspected to exist, on a product already delivered to Ultra Sonobuoy Systems. 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 (e.g. what it is and what it should be)
- C) Quantities, dates, purchase orders and destinations of delivered shipments
- D) Suspect/Affected serial number(s) or date codes Notification must occur within two (2) business days of knowing all of the above information. However, if the condition is a possible "Safety of Flight", submit all available information immediately.

# 28. Record Retention

Suppliers are required to maintain and provide upon request all records required to demonstrate conformance of the delivered product for minimum of 10 years.

#### 29. Change in Quality Management Representative

The Supplier shall promptly notify Ultra Sonobuoy Systems of any changes in the management representative with assigned responsibility and authority for the quality system.

# 30. Language

When specifically requested by Ultra Sonobuoy Systems, Supplier shall make specified quality data and/or approved design data available in the English language.

#### 31. Change in Manufacturing Facility Location

The Supplier shall immediately notify Ultra Sonobuoy Systems' buyer, in writing, of any changes to the facility location of the contracted part of assembly.

#### 32. Work Transfer

( As identified in AS9100D, 8.4.3... notify the organization of changes to processes, products, or services including changes

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of their external providers or locations of manufacture, and obtain the organizations approval ...)

Non-US Country: The Supplier shall not relocate of subcontract to a non-US country (e.g. US to Non-US, Non-US to Non-US) any Ultra Sonobuoy Systems contracted part, assembly or component(s) thereof without written notification to and acknowledgement from Ultra Sonobuoy Systems' Buyer.

US Country: The Supplier shall not relocate or subcontract to a US country (e.g. US to US, Non-US to US) any Ultra Sonobuoy Systems contracted part, assembly or component(s) thereof, that includes Category 1 or Category 2 parts as listed and/or defined in the Federal Aviation Administration (FAA) Category Parts List, without written notification to and acknowledgement from Ultra Sonobuoy Systems' Buyer. Note: See the FAA's website, <a href="www.faa.gov">www.faa.gov</a>, for Category Parts List.

#### 33. First Article Inspection Requirements

When specified by the purchase order, Seller shall perform First Article Inspections (FAI) in accordance with AS/EN/SJC 9102, Aerospace First Article Inspection Requirement.

# 34. Product Conformity, Safety and Ethical Behavior Requirements

As a supplier of Ultra Sonobuoy Systems, by accepting a PO, the supplier acknowledging that they are aware of:

<u>Note 1</u>: Information identified by the supplier, as Ultra Sonobuoy Systems, Flightline Electronics Inc. or USSI, shall handle "Proprietary" in such a manner as not to compromise the information's integrity or sensitivity.

Note 2: Failure to comply with these requirements may result in withholding of payment and / or loss of future procurement opportunities.

- Supplier's contribution to product or service conformity
- 2. Supplier's contribution to product safety
- 3. The importance of ethical behavior

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