



SUPPLIER QUALITY REQUIREMENTS

Standard Quality Requirements, as listed in Section 1 of this document, are applicable to all Purchase Orders.

Additional Supplier Quality Requirements are detailed in Section 2 of this document. If any are applicable, the requirement number will be listed in the body of the Purchase Order. Additional requirements may be included in the body of the PO

When the supplier uses sub-tier suppliers, the supplier shall flow down all specified Quality Requirements to those sub-tier suppliers.

SECTION 1

STANDARD (“STD”) QUALITY REQUIREMENTS

The following requirements are the minimum requirements for all Purchase Orders.

PACKAGING

The Seller shall assure that all the supplies on the Purchase Order are packed and packaged using materials of a grade, size, and weight, which will provide adequate physical protection from damage and contamination during handling and transport to the point of delivery.

NONCONFORMING MATERIAL

Seller's items which are not conforming to VPE specified requirements including reliability are not to be submitted to VPE without prior written approval. Seller shall immediately notify VPE of any discovery of items which are found to be nonconforming to VPE specified requirements including reliability that have been previously delivered to VPE.

DOCUMENTATION

The supplier is required to provide a Packing Slip with product quantity, description/part number and VPE Purchase Order number.

COMPLIANCE WITH LAWS

Supplier shall undertake, warrant and represent that it will (and will require all of its employees, representatives, suppliers and subcontractors to) fully comply with all applicable laws, rules, regulations and standards including, without limitation, those concerning proper business practices throughout the entire duration of the Order. It is understood that failure by Supplier to comply, in whole or in part, with this requirement shall constitute a material breach of the Order.

CONFLICT MINERALS

Supplier shall maintain compliance to Securities and Exchange Commission final rule pursuant to section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act relating to the disclosure of conflict minerals use; specifically related to tantalum, tin, tungsten and gold.

FRAUDULENT/COUNTERFEIT PARTS

In accordance with SAE AS6174, Fraudulent/Counterfeit Parts are suspect parts that are a copy or substitute without legal right or authority to do so, whose performance or characteristics are knowingly misrepresented. Seller agrees and shall ensure that Fraudulent/Counterfeit Parts, or any returned goods/parts/materials/ electronic components, are not contained in the delivered products through the implementation of policies that include prevention, detection and risk mitigation methods to protect against their use. In the event Seller suspects that it has furnished Fraudulent/Counterfeit Parts or any returned parts/goods/materials/electronic components, it shall immediately notify VPE and report in writing whether such parts/goods/materials/ electronic components should be replaced with genuine parts/goods/materials/electronic components. When requested by VPE, Seller shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts/goods/materials/electronic components. Seller shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of items that will be furnished to or included in products furnished to VPE. If the seller fails to comply with the requirements of this clause, such failure shall constitute a material breach and VPE shall have the right to all available remedies in law and in equality.

SECTION 2

ADDITIONAL SUPPLIER QUALITY REQUIREMENTS

1. QUALITY SYSTEM REQUIREMENTS

The Supplier's Quality system shall comply with the requirements of one of the following:

- A) MIL-I-45208
- B) ISO 9001
- C) AS 9100

2. DROP SHIPMENT

When Supplier does not ship directly to VPE, but drop ships to alternate location as specified on the Purchase Order, Supplier shall forward a copy of all requested documentation plus shipping & tracking information to VPE at Receiving@VPEI.com at the time of shipment.

3. SOURCE INSPECTION

A) VPE SOURCE INSPECTION:

All items on this Purchase Order require inspection and/or test, by a VPE Quality Representative, at the Seller's facility prior to shipment. VPE Quality Assurance shall be notified forty-eight (48) hours in advance of the time articles are ready for inspection.

B) VPE SOURCE SURVEILLANCE:

All items on this Purchase Order are subject to surveillance by VPE and VPE's customer, during the period of manufacture, processing, inspection, and/or testing. Upon receipt of this order, and prior to commencement of performance, contact VPE Quality Assurance or the Field Representative servicing your facility to arrange scheduling of such surveillance.

C) GSI / CUSTOMER / VPE RIGHTS:

The Government, Customer and/or VPE reserve the right to inspect any or all of the work included in this order at the Seller's plant.

4. FIRST ARTICLE INSPECTION

A) FIRST ARTICLE INSPECTION AT DESTINATION:

The compliance of Seller's design with requirements of applicable engineering drawings and specifications will be determined from inspection and acceptance by Buyer of one (1) first article sample representative of the production process. Said sample shall be delivered to Buyer's plant and must be accepted prior to production run. All samples shall be tagged or otherwise identified. All

data resulting from the Seller's first article shall be submitted with the first article. Seller will be notified in writing of disposition (approval or rejection).

B) FIRST ARTICLE INSPECTION AT SOURCE:

First Article Inspection shall be accomplished at the Seller's plant prior to production run. VPE Quality Department shall be notified at least forty-eight (48) hours in advance and shall witness the First Article Inspection and shall verify results by authenticating the appropriate documents. Verification of such results shall not constitute acceptance of any items required to be delivered hereunder, nor relieve Seller of its obligation to furnish items meeting the applicable drawing and specification.

C) FIRST ARTICLE REPORT:

The Seller shall furnish a First Article Report with the first shipment of each item manufactured or assembled to a VPE or supplier drawing when:

- It is the first time the seller has made / supplied the item to VPE.
- A Drawing Revision (for the change only).
- A seller makes a change in the seller's or major sub-tier support, i.e., different machine shop, chemical treatment, plating, from the original F.A.I.
- Seller makes an engineering prototype.

Actual dimensions must be provided and note attributes must be verified.

D) FIRST ARTICLE REPORT – AS9102:

The Seller shall furnish a First Article Report in accordance with AS9102 with the first shipment of each item when manufactured or assembled to a VPE or supplier drawing when:

- It is the first time the seller has made / supplied the item to VPE.
- A Drawing Revision (for the change only).
- If 2 years or more has elapsed since the last production item was shipped.
- A seller makes a change in the seller's or major sub-tier support, i.e., different machine shop, chemical treatment, plating, from the original F.A.I.
- Seller makes an engineering prototype.

Actual dimensions must be provided and note attributes must be verified.

5. TEST PROCEDURE APPROVAL

A) ACCEPTANCE TEST PROCEDURE:

Seller shall obtain VPE approval of the acceptance test procedure prior to conducting tests on items to be delivered under this order.

B) QUALIFICATION TEST PROCEDURE:

Seller shall obtain VPE approval of the qualification test procedure prior to conducting tests on items to be delivered.

C) INSPECTION & TEST PLAN:

The Seller shall prepare an inspection and test plan covering the material on this Purchase Order. The plan may be in any form appropriate to the circumstances but shall include, as a minimum, a description of the general and sequential controls in effect to maintain quality requirements throughout the manufacturing cycle. The plan shall be maintained under change control by Seller. Two (2) copies of the plan shall be submitted to the Buyer for approval two (2) weeks prior to the start of manufacturing.

6. DELEGATION OF VERIFICATION ACTIVITIES

The supplier is required to perform verification activities on behalf of VPE. Verification is defined as any inspection or other actions necessary to ensure the product meets specified purchase requirements. This verification activity will replace the VPE Receiving Inspection function. Supplier shall maintain a Quality Management System that is, at minimum, compliant with current version of ISO 9001.

7. TEST DATA / REPORTS (Signed and Dated)

A) ACCEPTANCE TEST DATA:

Each shipment against this order must be accompanied by a copy of Seller's acceptance test(s) data to provide evidence of compliance with all acceptance test requirements.

B) CERTIFIED MATERIAL TEST REPORT:

A physical/chemical test report must accompany all shipments made against each item of this Purchase Order, which indicates the percentage of each element that makes up the chemical composition and physical properties of all raw materials. The report shall specifically identify the material by reference to the number of the melt, cast, heat, drop, lot, or other similar designation, and must indicate the applicable specification, revision, and Purchase Order designation.

C) PHYSICAL / CHEMICAL ANALYSIS:

Seller shall supply results of chemical and physical analysis performed on raw materials, which are employed on fabrication of articles purchased on this order.

D) INSPECTION DATA:

One (1) copy of Seller's inspection acceptance data, identifiable to the material submitted, must accompany each shipment.

E) DIMENSIONAL DATA:

A dimensional check sheet shall be furnished with each part submitted for inspection. All check sheets shall include the heat, batch or lot number (as applicable), traceable to the raw material used, and shall specify the characteristics inspected and shall indicate acceptance by Seller's Acceptance Stamp. Unless otherwise specified, recording of actual dimensions is not required. Whenever fixtures or tooling are used in lieu of inspection gages, fixture or tool numbers must be so referenced on the check sheet.

F) LABORATORY MATERIAL ANALYSIS:

A test report, report of analysis, spectrum analysis, chemical analysis, etc., as applicable, shall be supplied for each item of this purchase order. The report shall also include reference to the purchase order number, part number(s) being analyzed and traceability information provided.

8. RIGHT OF ENTRY

A) VPE retains the right to gain access to the seller's facility to assure compliance with purchase order and compliance requirements.

B) VPE, VPE's customer and/or their customer and any regulatory agency retains the right to gain access to the seller's facility and may perform audits and maintain surveillance of the seller's facility to assure compliance and evaluate the degree of capability and the continuing application of such ability to comply with these requirements. The seller shall provide access and assistance as may reasonably be necessary to comply with this provision.

9. MERCURY FREE

Part(s) shall be free of all mercury contamination. During the processing, the part(s) shall not come into direct contact with mercury, any of its compounds or with any mercury containing devices. The Supplier shall certify that the part(s), when shipped, are free from mercury contamination.

10. RADIOGRAPHIC INSPECTION

Radiographs and copy of the laboratory x-ray report must accompany the material to VPE.

11. DFARS 252.225-7008 & 252.225-7009

The order for this part is issued pursuant to a U.S. Department of Defense Prime Contact. DFARS 252.225-7008, "Restriction on Acquisition of Specialty Metals", and DFARS 252.225-7009, "Restriction on

Acquisition of Certain Articles Containing Specialty Metals", are applicable for this part. Specialty Metals used in making this part must comply with the requirements of this clause. This requirement shall be included in all subcontracts for items containing specialty metals.

12. DFAR 252.225-770

The order for this part is issued pursuant to a U.S. Department of Defense Prime Contact. DFARS 252.225-770, "Prohibition on Acquisition of United States Munitions List items from Communist Chinese Military Companies", are applicable for this part. Materials used in making this part must comply with the requirements of this clause. This requirement shall be included in all subcontracts for items containing specialty metals.

13. LOT TRACEABILITY

A) TRACEABILITY SYSTEM:

All items on this order are subject to traceability at the Seller's facility; which is defined as the ability to trace the history, application, use and location of an individual item or characteristic lot of items through the system assignment, recording and correlation of control identification numbers.

B) LOT IDENTIFICATION:

The Supplier shall assign a lot identification for each batch or manufactured lot. A lot is defined as a quantity that has been blended, mixed, or fabricated during an uninterrupted manufacturing run. Each item in each lot shall be properly identified with the assigned lot number. The VPE Purchase Order number may be used as the lot traceability number.

C) SINGLE LOT:

All items furnished in accordance with this Purchase Order shall be of the same manufacturing lot. The manufacturing lot number shall be marked on the shipping papers.

D) SERIALIZATION:

The Supplier shall assign and permanently identify each unit manufactured, inspected, tested, and shipped with an individual serial number. The Supplier's method for assigning serial numbers shall be such that the same number cannot be used more than once. The Supplier's inspection and test records for each end item furnished shall be identified by the assigned serial number. Parts, assemblies and materials not having sufficient space for, or which could be damaged by marking shall be identified by a tag attached to the part or container.

14. AGE CONTROL / CURE DATES

The articles furnished in accordance with the Purchase Order are subject to Age Control. Seller shall mark articles with batch or lot number, date of manufacture, cure date, storage environment, and/or shelf life as applicable. Unless otherwise specified in the Purchase Order, articles subject to age deterioration shall not be supplied when more than 20% of the shelf life has been expended.

15. CERTIFICATE OF COMPLIANCE/ CONFORMANCE (C of C)

Supplier shall submit with each shipment either on their packing list, or attachments, a Certificate of Conformance or Certificate of Compliance, which shall be dated with the signature and title of an authorized Supplier's or Manufacturer's Quality Representative, stating that the materials furnished to VPE are in conformance with the applicable requirements of the contract, drawings, and specifications. It shall also state that the supporting documentation is on file and will be made available to VPE, its customer(s), Government Representative, or any other regulatory or statutory agency upon request.

Certification must include the following:

- The supplier's full name and address;
- VPE purchase order number;
- VPE part number, revision, and as applicable, serial numbers;
- Quantity shipped;
- Lot / Date Code, as applicable;
- Name of lower-tier supplier and description of service provided (if applicable);
- Authorized signature and date;
- Statement by the supplier declaring the product or service has met all the requirements of the purchase order, including drawings and specifications at the prescribed revision level.

An example of an acceptable statement of Certificate of compliance/conformance is as follows:

"This is to certify that all items noted are in conformance with the contract, drawings, specifications, and other applicable documentation, and that all process certifications, chemical and physical test reports are on file at this facility and are available for review by VPE.

16. RECORD RETENTION

All quality documentation, including but not limited to records of manufacture, qualification, inspection and test, and traceability are to be maintained and available for review by VPE, VPE's customer, and/or Government Representative and shall be retained for a minimum of:

- A) 7 years
- B) 10 years
- C) 20 years
- D) Indefinitely

17. CHANGE CONTROL

A) PRODUCTION PRODUCT/PROCESS

The Seller specifically agrees that no changes are made in design, configuration, material, manufacturing process, manufacturing location, testing method, or testing sequence without the prior written approval of VPE.

B) APPROVED PRODUCT/PROCESS

Seller's drawings, specifications, process documentation, manufacturing location, and test procedure, which have previously been approved by VPE, shall be resubmitted to VPE for evaluation and approval prior to the Seller effecting changes to the product or data. Changed articles shall be identified so as to segregate them from the unchanged articles.

18. FOREIGN OBJECT DEBRIS / DAMAGE

Material supplied shall be free of foreign objects & foreign object damage. The Supplier shall utilize effective FOD prevention practices as applicable to the product being supplied. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as to the FOD generating potential of the mfg. methods. Whenever and/or wherever FOD entrapment or foreign objects can migrate, seller's FOD prevention efforts shall, as appropriate, consider the following elements Design & Mfg. Process Review, Performance Measurement, Training, Material Handling & Parts Protection, Housekeeping, Tool Accountability, Hardware Accountability, Lost Items, Physical Entry Control into FOD Critical Areas, and FOD Focal Point(s).

19. FAILURE ANALYSIS

Seller shall conduct failure analysis on returned products, and furnish documented report of results to the Buyer. Each failure analysis report shall contain the basic identification information as to the type of hardware that failed, type or description of the failure, a

description of the analysis that was conducted on the failed part, the conclusions derived as a result of this analysis and the corrective action taken to prevent a recurrence of the failure.

20. VPE FURNISHED INSPECTION AND/OR PRODUCTION TOOLING

Seller is held responsible for the control, protection, calibration and care (other than normal wear) of all production and inspection tooling and equipment furnished by VPE or paid for by VPE for use in performance of Purchase Order requirements. All tooling shall be subject to VPE surveillance and/or inspection upon notice. Said tooling, or replacement tooling of equal quality, shall be returned to VPE in an acceptable condition upon demand or notice.

21. SPECIAL PROCESSES

A) CERTIFICATION

Process Certification must accompany all shipments to VPE and shall identify the processor, process used, and the specifications to which they conform. When nondestructive tests are performed, the certification shall be accompanied by a legible copy of the report.

B) APPROVAL

Processes performed by the Seller or his subcontractors, such as welding, heat treating, cleaning, electro-plating, anodizing, chemical filming, nondestructive testing, etc., require VPE approval prior to fabrication under this order.

C) RESERVED

D) NADCAP CERTIFICATION

Processes performed by the Seller or his subcontractors, such as welding, heat treating, cleaning, electro-plating, anodizing, chemical filming, nondestructive testing, etc., require NADCAP certification for items fabricated under this order. Objective evidence of certification must be available. The following statement shall be added to the C of C "All special process which were performed under this PO were NADCAP certified processes"

E) PLATING TEST DATA

A copy of the supplier's test report containing quantitative results of plating thickness tests must be provided with each lot and shall reference the plating specifications and revision level.

F) OUTSIDE TESTING FACILITIES

Supplier must be accredited and certify compliance to ISO/IEC 14025.

22. SAMPLE INSPECTION

A) ANSI/ASQC Z1.4:

Any sample inspection performed on articles supplied on this Purchase Order shall be in accordance with the requirements of the current revision of ANSI/ASQC Z1.4.

B) VPE APPROVAL

Supplier shall submit sampling plans to VPE for review and approval prior to the performance of any sampling inspection and/or test (other than 100%).

C) 100% INSPECTION

Sample inspection of items furnished on this PO is not permitted. 100% inspection of all items is mandatory.

23. WOOD PACKAGING REQUIREMENTS

Supplier shall comply with and certify to packaging regulation ISPM 15 "Requirements of Wood Packaging Materials".

24. EXPORT COMPLIANCE

Items, including Technical Data, associated with this Purchase Order are under the Jurisdiction of the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq. or the Export Administration Regulations, 15 C.F.R. 730-774. Seller agrees to comply with all applicable U.S. export control laws and regulations and agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Seller or Seller's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

- Seller shall immediately notify VPE if Seller is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- If Seller is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Seller represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- Seller shall provide prompt notification to VPE in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect the Seller's performance under this Contract.
- Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of

litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

25. CALIBRATION SERVICES

The calibration facility shall be accredited to ISO/IEC 17025 or national equivalent. All calibrations must be performed in accordance with ANSI Z 540 (latest revision). The calibration service supplier must provide a Certificate of Calibration for each service performed. At minimum, the certificate shall include the following:

- Verification of calibration in accordance with the current revision of ISO/IEC 17025 and ANSI/NCCL Z540.3 requirements
- Identification of all standards used with certifiable traceability to NIST
- Statements describing any adjustments made to the equipment
- A statement of the environmental conditions at the time of calibration, including both temperature and humidity readings
- Unless otherwise specified on the PO, accuracy shall be in accordance with the manufacturer's recommendations
- Statement of conformance to specification after calibration
- Condition as received, including any out of specification readings; VPE must be notified immediately if out of specification condition exists.

26. MATERIAL SAFETY DATA SHEET (MSDS)

The supplier shall furnish an MSDS with the first shipment. If the material and/or the MSDS have been revised, the supplier must furnish a revised MSDS with the next shipment. If a material does not require an MSDS per OSHA 29 C.F.R. 1910.1200 Hazard Communication one need not be provided.

27. ENVIRONMENTAL COMPLIANCE

- A) Supplier warrants and represents and will certify that all Product supplied and work performed under this Agreement shall comply with the EU Directive 2002/95/EC on Restriction of Use of Hazardous Substances ("RoHS").
- B) Supplier warrants and represents and will certify that all Product supplied and work performed under this Agreement shall comply with the EU Directive 2011/65/EU on Restriction of Use of Hazardous Substances ("RoHS 2").
- C) Supplier warrants and represents and will certify that all Product supplied and work performed under this Agreement shall comply with (EC) No 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH").

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