

Supplier Quality – RUSSTECH Purchase Order Clauses (RPOC's)

RPOC 0000

QUALITY CLAUSES NOT REQUIRED

Non shippable items for Russtech Engineering internal use only.

RPOC 1000

EARLY DELIVERY REQUESTED

Time is of the essence for performance under this Purchase Order. Seller will use its best efforts to deliver as soon as possible in order to support Russtech's requirements. Seller shall notify Russtech's Purchasing Representative if Seller is unable to meet agreed commitment date.

RPOC 1001

LOT SHIPMENT

Where a shipment contains goods from more than one manufacturing lot, Seller shall separately package and identify each manufacturing lot.

RPOC 1002

DISTRIBUTOR REQUIREMENT (BOEING - 6028)

Seller shall provide evidence that the product(s) provided in accordance with this purchase document are new and were obtained from the original manufacturer (OEM) identified within this purchase document. Seller's evidence shall include a legible copy of the original manufacturer's certificate of conformity (C of C) and seller's packing sheet with reference to the provided manufacturer's C of C.

RPOC 1003

RIGHT OF ENTRY

Allows Russtech Engineering, its customers and regulatory agencies the right of access, through prior notification, to determine and verify the quality of work, applicable quality records and materials at all applicable areas of all facilities, at any level of the supply chain, involved in the order.

RPOC 1004

CHEMICAL AND PHYSICAL ("MILL") TEST REPORTS

Each shipment must be accompanied by one (1) legible and reproducible copy of all chemical and physical test reports identifiable with materials ordered. The reports must contain the signature and title of the authorized representative of the agency performing the test and must assure conformance to specification requirements.

RPOC 1005**STATEMENT OF CONFORMITY/TEST RECORDS FOR NAS, AN and MS FASTENERS**

- a. **When supplier is the fastener manufacturer** - Each shipment shall be accompanied by one (1) legible and reproducible copy of a certificate of conformance containing the signature and title of an authorized representative which stated that the fasteners have been manufactured in accordance with requirements of the applicable NAS, AN, MS government approved Parts Standard and Procurement Specification; and the chemical / physical test reports required by the government approved Procurement Specification are on file with the manufacturer, and available for review by customer and /or government quality assurance representative upon request.
- b. **When the supplier is a distributor** - Each shipment shall be accompanied by one (1) legible and reproducible copy of conformity to purchase order requirements. The statement of conformity as a minimum shall contain Russtech Engineering P.O. number, packing slip number; a copy of applicable test records (chemical, physical, processes and NDT) required by the government approved Parts Standard and Procurement Specification are available, and available for review by customer and /or government quality assurance representative upon request. The statement of conformity must contain the name of the fastener manufacturer, and shall be signed and dated by an authorized representative.

RPOC 1006**CERTIFICATE OF CONFORMANCE**

Each shipment shall be accompanied by one (1) legible and reproducible copy of a Certification Document (Certificate of Conformance, Shipper, Packing List, etc.) that includes the identification (signature, electronic signature, stamp, etc.) of the person authorizing release of product assuring the items ordered were produced in accordance with and conforming in all respects with all applicable requirements set forth in Buyer's Purchase Order Document and/or its contract with Seller, including specifications, drawings, revision, marking requirements, physical item identification and electrical characteristics when applicable. When the parts are serialized, serial numbers shall be included on the certification.

RPOC 1007**EVIDENCE OF INSPECTION AND TESTS PERFORMED BY SELLER**

For each shipment of article(s) ordered hereunder, records of inspections and tests performed by Seller must be provided. If Buyer's Inspection Plan is furnished and made a part of this Purchase Contract, records of the quantitative results of inspections and tests indicated in Buyer's Inspection Plan must be provided. If the shipment destination is a Buyer's facility, the records must be included with the packing sheet in the shipment.

RPOC 1008**IDENTIFICATION OF "DANGEROUS GOODS" and MSDS DATA SHEETS**

A "Dangerous Goods" decal must be applied to the outer container of the item being shipped and to the associated shipping document (shipper) if applicable. Also, one copy of the applicable MSDS sheet must be provided with each shipment. This is in addition to any federal and state requirements noted in IATA & DOT CFR. It does not relieve the supplier of their responsibility to comply with any marking and labeling requirements set forth in the IATA & DOT CFR or any other legal documentation that may apply to this shipment.

RPOC 1009**Retention of Records.**

Seller shall maintain, and have available on a timely basis, Quality records traceable to the conformance of the article(s) delivered to Russtech. Seller shall make such records available to Russtech and regulatory authorities. Seller shall retain such records for calendar year plus (10) ten years from the date of shipment under each applicable Order for all articles unless otherwise specified on the Order. At the expiration of such period set forth above and prior to any disposal of records, Seller will notify Russtech of records to be disposed, Russtech reserves the right to request delivery of such records. In the event Russtech chooses to exercise this right, Seller shall promptly deliver such records to Russtech at no additional cost on media agreed to by both parties.

RPOC 1010**ELECTRICAL CABLES (WIRES) IDENTIFICATION and TEST REPORTS**

(A) Electrical cables shall be identified with the part number and manufacturing code. The spool and Certificate of Conformance shall be identified per applicable standard/specification with the following information: standard / specification, size code, manufacturing year, country code (if applicable), and manufacturer.

(B) For each lot of wire or cable in each shipment, a certified test report or copy thereof shall be included with the packing sheet. The test report shall, at a minimum, include a record of the physical, chemical, or electrical (and in the case of RF cable, electronic) inspections and tests conducted to satisfy the acceptance requirements of applicable specifications, and shall include numerical results when applicable. For cable shipments, these requirements apply to both basic wire and finished cable. When the specification requires other inspection or test data to be reported, it shall be included in the test report.

(C) Reports shall provide the manufacturer's name, the specification number and revision date or change letter, and other data required by the specification, and must be identified to or correlated with the lot shipped.

RPOC 1011**COMPLIANCE WITH ISO/IEC 17025 (ISO 9001:2008) and RECORDS OF CALIBRATION**

(A) Sellers performing calibration on Russtech Owned Inspection and Measuring Equipment shall have a Quality System in place that is certified to, or at minimum, compliant to ISO/IEC 17025 (including all applicable requirements in ISO 9001:2008). Sellers' calibration system shall comply as required with ANSI/NCCL Z540, ISO 10012 (former MIL-STD-45662A) and other requirements as specifically called out on Buyers' purchase document.

(B) Seller shall provide full Calibration Test Reports with return of Russtech equipment. These Calibration Test Reports shall be fully traceable to The National Institute of Standards (NIST) and shall include "as-found" and "as-left" data.

(C) Seller shall retain such records for calendar year plus (10) ten years from the date of shipment under each applicable Order for all articles unless otherwise specified on the Order

RPOC 1012 - DELETED**RPOC 1013****DFARS "SPECIALTY METALS" CLAUSE 252.225-7014**

DFARS Clause 252.225-7014, Preference for domestic specialty metals, prohibits the contractor (e.g. the Boeing Company or Russetch) from incorporating into military aircraft "Specialty Metals" (such as Titanium and Stainless Steel) which have been melted outside the United States, unless certain limited exceptions set forth in the clause apply. Even if one of the exceptions applied, the source for specialty metals melted outside the United States must also be listed in the qualified products list (QPL) of Douglas Material Specification (DMS) 2201, Procurement from Foreign Sources – Metallic Raw Material. Material purchased under this contract with seller is subject to the requirements set forth in DFARS Clause 252.225-7014, as such, this clause shall be flowed down to your distributors and/or sub-tier suppliers.

RPOC 1014 - DELETED**RPOC 1015 - DELETED****RPOC 1016A****PRIORITY DX-A1 Priority DX-A1**

This is a rated order certified for national defense use. You are required to follow all the provisions of Defense Priorities and Allocations System regulation (15 CFR 350).

RPOC 1016B**PRIORITY DO-A1 Priority DO-A1**

This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocations system regulation (15 CFR 350).

RPOC 1017**SPECIAL TOOLING (ST) – CUSTOMER PROPERTY CONTROL**

Russtech is providing Boeing Owned Special (ST) Tooling to the seller under this contract. This tooling is subject to the provisions of Boeing Document D950-11059-1. By accepting this contract, seller agrees to the terms set forth in the D950-11059-1 document, as applicable. A copy of this document and any associated procedures can be obtained by contacting you Russtech Engineering Quality Representative. Strict adherence to these requirements is required. All records must be maintained and retained for calendar year plus (10) ten years from the date of shipment under each applicable Order for all articles unless otherwise specified on the Order.

RPOC 1018**QUALITY SYSTEM SURVEILLANCE**

As a Russtech Engineering supplier manufacturing a product requiring Russtech Engineering and potential Russtech Customer and/or "Federal Aviation Administration" (FAA) approval, the Seller's "Quality Control System" shall be subject to surveillance by Russtech Engineering and the Russtech Customer and/or FAA.

RPOC 1019**FAA-PMA**

As a Russtech Engineering supplier manufacturing an article, or component, for which Russtech Engineering holds an FAA Parts Manufactures Approval (PMA), your inspection system shall be subject to inspection by Russtech Engineering and /or FAA at a level commensurate with criticalness of the article or component.

RPOC 1020**FIRST ARTICLE INSPECTION (FAI) BY SELLER, (DOCUMENTATION MAINTAINED BY SUPPLIER)**

FAI shall be performed on all new or revised production manufactured items by seller at seller's facility. Results shall be documented on a report identified as "First Article Inspection Report" (FAIR). The report will be maintained at the seller's facility and be available for review by Russtech Engineering when requested.

RPOC 1021**FIRST ARTICLE INSPECTION (FAI) BY SELLER, (DOCUMENTATION SENT TO RUSSTECH ENGINEERING)**

FAI's shall be performed on all new or revised production manufactured items by seller at seller's facility. Results will be documented on a report identified as a "First Article Inspection Report" (FAIR). The identified first article unit and the FAIR will be sent to Russtech Engineering.

RPOC 1022**FIRST ARTICLE INSPECTION (FAI) BY RUSSTECH ENGINEERING AT SELLER'S FACILITY**

FAI and/or test shall be accomplished at the Seller's facility before the balance of order may be shipped. Russtech Engineering will conduct or witness inspections and/or tests and the results will be on a report form identified as "First Article Inspection Report."

RPOC 1023**RUSSTECH SOURCE INSPECTION**

Russtech inspection is required prior to shipment from your facility. Evidence of such inspection must be included in your packing documents accompanying each shipment. You must contact Russtech's buyer and establish verification arrangements and the method of product release. Drawings, inspection/test documents, and specifications, as applicable, covering material on this order shall be available for inspection at your facility.

RPOC 1024**DELEGATION - SUPPLIER VERIFICATION OF RUSSTECH PRODUCT**

The supplier has met the requirements established by Russtech Engineering quality for the verification of Russtech Engineering products.

RPOC 1025A**SHELF LIFE CONTROLLED MATERIAL**

80% SHELF LIFE REQUIRED AT RECEIPT - Time sensitive material shall be furnished with a minimum of 80% of its shelf life remaining at date of shipment. Shelf life duration, date of manufacture and date of expiration shall be listed on material certification.

RPOC 1025B**SHELF LIFE CONTROLLED MATERIAL**

75% SHELF LIFE REQUIRED AT RECEIPT - Time sensitive material shall be furnished with a minimum of 75% of its shelf life remaining at date of shipment. Shelf life duration, date of manufacture and date of expiration shall be listed on material certification.

RPOC 1025C**SHELF LIFE CONTROLLED MATERIAL**

70% SHELF LIFE REQUIRED AT RECEIPT - Time sensitive material shall be furnished with a minimum of 70% of its shelf life remaining at date of shipment. Shelf life duration, date of manufacture and date of expiration shall be listed on material certification.

RPOC 1025D**SHELF LIFE CONTROLLED MATERIAL;**

65% SHELF LIFE REQUIRED AT RECEIPT Time sensitive material shall be furnished with a minimum of 65% of its shelf life remaining at date of shipment. Shelf life duration, date of manufacture and date of expiration shall be listed on material certification.

RPOC 1025E**SHELF LIFE CONTROLLED MATERIAL;**

50% SHELF LIFE REQUIRED AT RECEIPT Time sensitive material shall be furnished with a minimum of 50% of its shelf life remaining at date of shipment. Shelf life duration, date of manufacture and date of expiration shall be listed on material certification.

RPOC 1026**SPECIAL PROCESSING (BOEING D1-4426)**

Seller shall assure that any special process work to be performed under this purchasing agreement (i.e. plating, heat treating, anodizing, NDA testing, etc.), shall be performed only by sources noted in the latest published Boeing Document Number D1-4426 listed in the Boeing web site at <http://active.boeing.com/doingbiz/d14426/GetAllProcessors.cfm>

Documentation or certification that D1-4426 Sources were used shall be submitted with AS9102 First Article Inspection Report and when requested by Russtech Engineering.

RPOC 1027**SPECIAL PROCESS CERTIFICATIONS**

Each shipment shall be accompanied by one (1) legible and reproducible copy of a certificate that must include the signature and title of the person authorizing release of product certifying all processes used, such as heat treating, welding, NDT, surface preparation, and treatment, etc. The certificate shall include the processing used, the specification to which they conform and the name of the agency that performed them if other than the seller (i.e. sub-vendor). When the parts are serialized, serial numbers shall be included on the certification.

RPOC 1028**PUBLIC LAW 101-592 FASTENER QUALITY ACT**

Supplier (Distributor) Certification: *A Certification shall accompany each shipment of fasteners/washers, containing the following, as a minimum:*

The manufacturer lot number(s) with associates part number(s);

Manufacturer's name;

Russtech Engineering P.O. number;

A statement to the effect that the manufacture's certification (required by the Section 7 of the "Law") is on file with the distributor.

Supplier (Manufacturer) Certification: *A Certification in accordance with Section 7 of the "Law" shall accompany each shipment.*

Packaging: Each lot shall be packaged in a manner that ensures there will be no co-mingling of like fasteners from different lots in the same container.

Identification: Each package shall be identified with the lot number, name of the parts, part identification number, P.O. number and name of fastener manufacturer.

RPOC 1029**BOEING DIGITAL PRODUCT DEFINITION**

Seller shall follow the requirements noted in the latest published Boeing Document Number D6- 51991, "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers."

RPOC 1030**AS9102 First Article Inspection (FAI) by Seller (Documentation maintained by Supplier)**

An FAI per AS9102 shall be performed on all new or revised manufactured items by the seller or at the seller's facility. Forms other than as identified in the Appendix of AS9102 must contain all required and conditionally required information and use same field reference numbers. Report is to be maintained at seller's facility and available for review at Russtech's request.

RPOC 1031**AS9102 First Article Inspection (FAI) by Seller (Documentation sent to Russtech)**

An FAI per AS9102 shall be performed on all new or revised manufactured items by the seller or at the seller's facility. Forms used other than as identified in the Appendix of AS9102 must contain all required and conditionally required information and use same field reference numbers. The report will be sent to Russtech.

RPOC 1032**Notification of Quality Escape**

Seller will report to Buyer if a product, article or part has been released from Seller or Seller's subcontractors or suppliers and subsequently found not to conform to the applicable design data.

RPOC 1033**AS9100 or ISO Quality Management System Required**

Supplier shall implement, document and maintain a Quality Management System in accordance with applicable requirements of **9100 series standards or ISO9001 standard** and additional requirements specified on Buyer's contract or purchase order. The Quality Management system shall be appropriate to the products the Supplier designs, manufactures, repairs or sells, and shall cover all activities concerned by Russtech contracts or purchase orders.

RPOC 1034**FOD, Foreign Object Damage/Debris**

The Supplier shall implement all necessary arrangements required to prevent, detect and eliminate foreign object debris during manufacturing, assembly, inspection, storage, maintenance, packaging, and shipping. Supplier shall flow these requirements down to its sub-tier suppliers.

RPOC 1035**BOEING (6055) SUPPLIER AND SUB-TIER SUPPLIER FLOW DOWN REQUIREMENTS**

Seller shall comply with the following requirements as applicable, and flow down all applicable sections to its subcontractors:

1. Seller shall furnish goods and services in accordance with all requirements of this purchase document (including descriptions, specifications, drawings, and schedules) to standard commercial practices and where applicable, other specifications identified within the technical requirements documentation or other attachments which are part of this purchase document. The Seller shall ensure that all articles are of new manufacture and free of Foreign Object Debris/Damage (FOD).
2. Seller shall ensure right of entry and provide all reasonable facilities to Russtech, Boeing, Boeing Customers, and Regulatory Agency personnel to inspect and evaluate Seller's facilities, systems, data, equipment, personnel, and any articles that will be incorporated into Boeing type-certificated articles. While Boeing reserves the right to conduct inspection on a surveillance basis or to the extent of 100 percent inspection, no shipments are to be held for Russtech unless Russtech Source Acceptance is invoked on the purchase document.
3. Seller shall maintain, and have available on a timely basis, Quality records traceable to the conformance of the article delivered to Russtech. Seller shall make such records available to regulatory authorities and Russtech's authorized representatives. Seller shall retain such records for calendar year plus (10) ten years from the date of shipment under each applicable Order.
4. Seller shall strictly control all inventory of Russtech and/or Boeing proprietary articles that are in excess of purchase document quantity in order to prevent articles from being sold or provided to any third party without prior written authorization from Russtech. Additionally, Seller shall not provide articles from excess inventory that were previously rejected or returned by Russtech without prior written authorization from Russtech.
5. When Russtech or Boeing identifies nonconforming articles and determines the cause to be the Seller's fault, the Seller shall be notified and take immediate action to eliminate the nonconformance on all articles in Seller's control. Russtech will provide the Seller with notification. Upon receipt of such notification, the Seller shall develop and implement acceptable corrective action. Seller shall also maintain, on file, verification that root cause corrective action has occurred and has resolved the subject condition. Russtech and Boeing reserves the right to review the verification data at the Seller's facility or have the data submitted to Russtech and/or Boeing.
6. Russtech reserves the right to reject any root cause and/or corrective action determination provided by the Seller, and may request subsequent investigation and/or corrective action to either Russtech, Boeing or Seller-initiated corrective action requests. If the Seller is late in responding to corrective action requests by Russtech, or if Russtech or Boeing requires subsequent corrective action, Russtech reserves the right to withhold acceptance of shipments either at source or destination until Seller's corrective action is submitted to Russtech and/or Boeing's satisfaction.

7. When the Seller disagrees with the determination of fault, Seller shall submit a Change of Charge (COC) request to the initiator within thirty (30) calendar days from the date of notification. The request must include the reason and documentation/objective evidence supporting the request. Failure to notify Russtech of disagreement with the determination of fault will be deemed to be a confirmation of the Seller's acceptance of nonconformance responsibility.
8. Seller shall provide written notification to Russtech when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Russtech or Boeing:
 - 8.1 Written notification shall include the following information:
 - a. Russtech Purchase Document number(s).
 - b. Affected process(es) or product number(s) and names.
 - c. Description of the nonconforming condition and the affected engineering requirement (i.e. what it is and what it should be).
 - d. Quantities, dates and destinations of delivered shipments.
 - e. Suspect/affected serial number(s) or date codes.Notification must occur within three (3) business days of knowing all of the above information. However, if the condition is possible safety of flight, submit all available information immediately.
 - 8.2 Seller shall notify the Russtech Quality Representative.
 - 8.3 Written notification shall be submitted to the Russtech Quality Representative or when unavailable, the Russtech Procurement Representative.
 - 8.4 If directed by the Boeing Supplier Quality Representative (SQR), Seller shall submit a Background Notification (BN) form to the Boeing SQR for pre-evaluation and guidance. The BN form is available at the following website: <http://www.boeing suppliers.com/d14426/index.html>, by selecting the User Instructions / Processor Requirements link, then the Exhibits and Appendices link, and then the Exhibit IV link.
 - 8.5 If the nonconforming condition has been previously identified by Boeing using a nonconformance record and a corrective action has been requested, the Seller shall notify the Boeing investigator identified on the notification that additional parts are affected (same part number(s)/same condition). Boeing discovered issues where corrective action has not been officially requested by Boeing (Nonconformance Notification (NN) issued in lieu of Root Cause Corrective Action (RCCA) Request) are also in scope of the NoE process.

Note: Additional part numbers or new nonconforming conditions are in scope for the NoE process.
 - 8.6 The requirements set forth above shall be flowed down by Seller to sub-tier suppliers, with the modification that all sub-tier notification shall pass through Seller (and not be made direct from sub-tier to Russtech or Boeing). Russtech will notify Boeing of all sub-tier escapes in accordance with respective communication process set forth herein.
9. Seller is required to maintain compliance with Boeing Approved Process Sources (D1-4426) as may be revised from time to time. This document defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials.

10. Seller shall maintain actual processor certifications for all D1-4426 special processes performed in accordance with the requirements of this purchase document. In addition to all certification requirements defined by the applicable processing specification(s), the certifications shall contain the following:
 - a. The complete part number of the article(s) represented by the certification;
 - b. The total quantity of the parts (for each part number) represented by the certification;
 - c. The company name and address of the performing processor. The address shall include street address, city and state;
 - d. The specification number(s) and revision letter of the D1-4426 process performed. Seller shall provide such certification upon Boeing request.
11. Seller's use of approved processors does not relieve Seller from verifying that the processor and the article conforms to all applicable process specification requirements.
12. Where Boeing specifications and/or processes are listed within the detail design, specification control, or envelope drawing, incorporated by this purchase document, Seller shall adhere to the latest revision of the Boeing specification and/or process, unless otherwise specified in the purchase document.
13. When specifically requested by Russtech, Seller shall make specified quality data and/or approved design data available in the English language.
14. Raw material must not be re-certified with respect to heat treat temper, thickness, diameter, width, or cross sectional area or product form. Heat treating, machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Boeing. Raw material certifications for material or parts shall reflect the temper, form, and size of the raw material as originally manufactured by the raw material producer.
 - 14.1 Boeing Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with D1-4426, Approved Process Sources Metallic Raw Materials - Non USA and Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign source's name and address.
 - 14.2 McDonnell Douglas (MD) Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with DMS2201, Procurement From Foreign Sources - Metallic Raw Materials QPL (Qualified Product List) and D1-4426 Approved Process Sources Metallic Raw Materials - Non USA and Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign source's name and address.
15. Seller shall ensure that interior articles that are certified to Federal Aviation Regulation (FAR) 25.853 requirements continue to meet such requirements for subsequent articles on production units. Upon request, the supplier shall provide proof of testing of articles to verify their conformance to flammability requirements.
16. When the Seller uses sampling inspection as a means of product acceptance, the plan shall be statistically valid and appropriate for use. The plan shall preclude the acceptance of known defectives in the lot.

17. For Diversion/Offload Work, the Seller's operator shall stamp to the right of each Seller accomplished production operation on the Fabrication Order (FO), or Seller's equivalent shop traveler. The Seller's inspector shall stamp to the right of each established inspection operation on the FO or Seller's equivalent shop traveler to certify the quality and completeness of the work operation performed.
18. The Seller's shipping documentation shall contain the following:
 - a. A Packing Sheet;
 - b. A Certificate of Conformity (C of C) statement on the packing sheet certifying its Quality Assurance department has inspected the articles and they adhere to all contract requirements, applicable drawings, and/or specifications;
 - c. For articles intended for use on Boeing Commercial Aircraft, the statement, 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;
 - d. The nonconformance/rejection tag number(s), and a copy of the nonconformance/rejection tag(s) for the articles shipped, as applicable;
 - e. Evidence of Boeing acceptance, when Boeing Source Acceptance is required;
 - f. A Serialized Parts List identifying parts with assigned serial numbers. The list shall contain the part numbers, part nomenclature and part serial numbers. This list shall also include part change letters when applicable;
 - g. Control identity of the end item deliverable of raw material or purchased articles, as applicable. The control identification is traceable to the article processed in a single run (same manufacturing date, lot, batch, heat, job, or shop traveler number). When multiple lots are included in one shipment, Seller shall clearly separate the control identity of the respective lots. Serial numbers are required as part of control identity when specified by the engineering data;

RPOC 1036**BOEING (6056) SUPPLIER AND SUB-TIER SUPPLIER "SUPPLIMENTAL" FLOW DOWN REQUIREMENTS**

Seller shall comply with the following requirements as applicable, and flow down all applicable sections to it's' subcontractors:

1.0 Change in Quality Management Representative

1.1 Seller shall promptly notify Russtech of any changes in the management representative with assigned responsibility and authority for the quality system.

2.0 English Language

2.1 When specifically requested by Russtech, Seller shall make specified quality data and/or approved design data available in the English language.

3.0 Change in Manufacturing Facility

3.1 Seller shall immediately notify Russtech in writing of any change to the name of the manufacturing facility or the manufacturing facility location of the contracted part number or assembly. Notification shall be made to the Russtech Procurement Representative responsible for the management of this purchase document and the Russtech Supplier Quality Representative responsible for the oversight of the Seller's Quality Management System.

4.0 Retention of Records.

4.1 Seller shall maintain, and have available on a timely basis, Quality records traceable to the conformance of the article(s) delivered to Russtech. Seller shall make such records available to regulatory authorities, Russtech and Boeing's authorized representatives. Seller shall retain such records for calendar year plus (10) ten years from the date of shipment under each applicable Order for all articles unless otherwise specified on the Order.

4.2 At the expiration of such period set forth above and prior to any disposal of records, Seller will notify Russtech of records to be disposed of. Russtech and Boeing reserves the right to request delivery of such records. In the event Russtech or Boeing chooses to exercise this right, Seller shall promptly deliver such records to Russtech and/or Boeing at no additional cost on media agreed to by both parties.

5.0 Excess Inventory

5.1 Seller shall strictly control all inventory of Russtech and Boeing proprietary articles that are in excess of purchase document quantity in order to prevent articles from being sold or provided to any third party without prior written authorization from Russtech or Boeing. Additionally, Seller shall not provide articles from excess inventory that were previously rejected or returned by Russtech without prior written authorization from Russtech.

6.0 Control of Nonconforming Product

6.1 When Russtech notifies Seller of a detected nonconformance, Seller shall immediately take action to eliminate the nonconformance on all products in Seller's control. When nonconforming product is determined to be Seller's fault, Russtech will provide Seller with notification. Upon receipt of such notification, Seller shall develop and implement acceptable corrective action.

6.2 Seller shall maintain verification that root cause corrective action has occurred and has resolved the nonconforming condition. At the specific request of Russtech, this verification shall occur after implementation of the corrective action to ensure detected nonconformance has been eliminated. Russtech reserves the right to review the verification data at the Seller's facility or have the data submitted to Boeing.

6.3 When Seller disagrees with the determination of fault, Seller shall submit a Change of Charge (COC) request to the initiator within thirty (30) calendar days from the date of notification. The request must include the reason and documentation/objective evidence supporting the request. Failure to notify Russtech of disagreement with the determination of fault will be deemed to be a confirmation of Seller's acceptance of nonconformance responsibility.

6.4 Russtech reserves the right to reject any root cause and/or corrective action determination provided by Seller, and may request subsequent investigation and/or corrective action to either Russtech, Boeing or Seller-initiated corrective action requests. If Seller is late in responding to Russtech corrective action requests, or if Russtech or Boeing requires subsequent corrective action, Russtech reserves the right to withhold acceptance of shipments either at source or destination until Seller corrective action is submitted to Russtech's satisfaction.

7.0 Notification of Escape (NOE)

7.1 Seller shall provide written notification to Russtech when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Russtech.

7.2 Written notification shall include the following information:

- a. Russtech Purchase Document number(s).

- b. Affected process(es) or product number(s) and names.
- c. Description of the nonconforming condition and the affected engineering requirement (i.e. what it is and what it should be).
- d. Quantities, dates and destinations of delivered shipments.
- e. Suspect/affected serial number(s) or date codes.

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.

7.3 Seller shall notify the Russtech Supplier Quality Representative.

7.4 Written notification shall be submitted to the Russtech Supplier Quality Representative or when unavailable, the Russtech Procurement Representative.

7.5 If directed by a Boeing Supplier Quality Representative (SQR), Seller shall submit a Background Notification (BN) form to the Boeing SQR for pre-evaluation and guidance. The BN form is available at the following website: <http://www.boeing.com/d14426/index.html>, by selecting the User Instructions / Processor Requirements link, then the Exhibits and Appendices link, and then the Exhibit IV link.

7.6 If the nonconforming condition has been previously identified by Boeing using a nonconformance record and a corrective action has been requested, the Seller shall notify the Boeing investigator identified on the notification that additional parts are affected (same part number(s)/same condition). Boeing discovered issues where corrective action has not been officially requested by Boeing (Nonconformance Notification (NN) issued in lieu of Root Cause Corrective Action (RCCA) Request) are also in scope for the NoE process.

Note: Additional part numbers or new nonconforming conditions are in scope for the NoE process.

7.7 The requirements set forth above shall be flowed down by Seller to sub-tier suppliers with the modification that all sub-tier notification shall pass through Seller (**and not be made direct from sub-tier to Russtech or Boeing**). Russtech will notify Boeing of all sub-tier escapes in accordance with respective communication process set forth herein.

8.0 Quality Performance

8.1 If Seller fails to achieve and maintain 98% quality acceptance rate for BCA as shown in Boeing Enterprise Supplier Tool (BEST), see note below, the Seller may be subject to Supplier Funded Source Inspection (SFSI). SFSI shall be implemented in accordance with the following steps:

Obtaining source inspection from a Boeing-qualified contractor at Seller's own expense;

Reimbursing Boeing for reasonable Boeing costs incurred at the point of manufacture (i.e. Seller's site) to verify product conformance; Reimburse Boeing for reasonable Boeing costs incurred at the point of receipt to verify product conformance.

Note: The Seller's BEST quality acceptance rate is a calculation of the ratio of acceptable units delivered to the total units delivered, or an alternate criteria quality acceptance rating, equivalent to 98% as defined by the contracting Boeing site(s).

9.0 Boeing Approved Process Sources (D1-4426)

9.1 Seller is required to maintain compliance with this document as may be revised from time to time. This document defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials.

9.2 Seller and their subcontractor(s) shall utilize sources listed in Document D1-4426 "Approved Process Sources" whenever the manufacturing and/or inspection processes listed in D1-4426 are performed on this purchase document. The current version of D1-4426 is accessible via the internet at the following web address: <http://www.boeingsuppliers.com/d14426/>

9.3 Seller shall maintain actual processor certification for all D1-4426 special processes performed in accordance with the requirements of this purchase document. In addition to all certification requirements defined by the applicable processing specification(s), the certifications shall contain the following:

- a. The complete part number of the article(s) represented by the certification;
- b. The total quantity of the parts (for each part number) represented by the certification;
- c. The company name and address of the performing processor. The address shall include street address, city and state;
- d. The specification number(s) and revision letter of the D1-4426 process performed.

9.4 Seller shall provide such certification upon Boeing request.

9.5 Seller's use of approved processors does not relieve Seller from verifying that the processor and the products conform to all applicable process specification requirements.

9.6 Where Boeing specifications and/or processes are listed within the detail design, specification control, or envelope drawing incorporated by this purchase document, Seller shall adhere to the latest revision of the Boeing specification and/or process, unless otherwise specified in the purchase document.

10.0 Shipping Documentation:

10.1 Seller's shipping documentation shall contain the following:

- a. A Packing Sheet;
- b. A Certificate of Conformity (C of C) statement on the packing sheet certifying its Quality Assurance department has inspected the articles and they adhere to all contract requirements, applicable drawings, and/or specifications;
- c. For articles intended for use on Boeing Commercial Aircraft, the statement, "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." Must be added to the packing list;
- d. The nonconformance/rejection tag number(s) and a copy of the nonconformance/rejection tag(s) for the articles shipped, as applicable;
- e. Evidence of Boeing's product acceptance, when Boeing Source Acceptance is required;
- f. A Serialized Parts List identifying parts with an assigned serial numbers. The list shall contain the part numbers, part nomenclature and part serial numbers. This list shall also include part change letters when applicable;
- g. Control identity of the end item deliverable of raw material or purchased articles, as applicable. The control identification is traceable to the article processed in a single run (same manufacturing date, lot, batch, heat, job, or shop traveler number). When multiple lots are included in one shipment, Seller shall clearly separate the control identity of the respective lots. Serial numbers are required as part of the control identity when specified by the engineering data;

11.0 Digital Product Definition

11.1 Boeing document D6-51991, "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers". When Type Design Digital Product Definition (DPD) data is utilized in manufacturing, inspection and sub-tier flow-down of product definition, Seller shall have a quality system to control Type Design DPD data to the extent necessary to fulfill program requirements. Seller must obtain Boeing DPD capability approval.

12.0 Seller Tooling Requirements

12.1 Seller shall comply with the requirements of D33200, "Boeing Suppliers' Tooling Document." It is Seller's responsibility to comply with the latest revision of these documents.

13.0 Seller Material Review Board (MRB) Limitations

13.1 Seller is not authorized to disposition nonconforming Boeing-Designed product. Requests for Boeing MRB dispositions (Use as is, Rework or Repair) shall be submitted through the Daily Dispatch List (DDL) using the Supplier Nonconformance Notification (SNN).

13.2 Any nonconformance of Seller's own detailed design, manufacturing or process requirements not included in, or affecting specifications or drawings forming a part of this purchase document, may be addressed by Seller's normal material review process. Seller shall not make repairs or accept without repair any nonconforming condition adversely affecting fit, form, function, performance, safety, weight, maintainability, service life, interchangeability, or appearance (where a factor) for this article

14.0 Material Substitution Requests

14.1 Material Substitutions are a change to Type Design Data and require an EO/SEO to the applicable drawing, or inclusion in the Approved Material Substitution List (AMSL) or Part Specific Approved Material Substitution List (PSAMSL) as applicable. Sellers shall submit material substitution requests on a Vendor Information Request (VIR) to the Boeing Procurement Agent (**Communication through RUSSTECH Engineering**). Material substitutions listed in the AMSL or PSAMSL do not require additional Boeing authority. Seller is authorized to utilize the listed substitutions within the guidelines and requirements of the AMSL/PSAMSL.

15.0 McDonnell Douglas (MD) Heritage Deliverable Software

15.1 Sellers providing Boeing with software or articles containing software shall prepare, implement and maintain a Software Quality Assurance Plan specifying the software quality assurance program. Seller shall document the plan in accordance with the requirements of Data Item Description Q-320, Software Quality Assurance Plan. (Reference Seller's Supplier Data Requirements List (SDRL). The plan and any subsequent changes thereto require Software Quality Assurance written approval prior to implementation.

16.0 Raw Material

16.1 Raw material must not be re-certified with respect to heat treat temper, thickness, diameter, width or cross sectional area or product form. Heat treating, machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Boeing. Raw material certifications for material or parts shall reflect the temper, form, and size of the raw material as originally manufactured by the raw material producer.

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

- a. Test reports shall be checked 100% against Seller's requirements and applicable specifications.
- b. Validation test requirement: Seller shall periodically validate test reports for raw material accepted on the basis of test reports. That validation shall be accomplished by Seller or other independent party through periodic, scheduled tests of raw material samples. Schedules for frequency of tests will be established by Seller based on historical performance of the raw material supplier.
- c. Seller shall retain test reports provided by the raw material supplier, as well as Seller's validation test results as quality records traceable to the conformance of Goods, as specified elsewhere in this Contract.

16.3 Boeing Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with D1-4426, Approved Process Sources Metallic Raw Materials - Non USA and Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign sources' name and address.

16.4 McDonnell Douglas (MD) Heritage Spares - Seller articles containing metallic raw material from foreign sources shall be procured in accordance with DMS2201, Procurement From Foreign Sources - Metallic Raw Materials QPL (Qualified Product List) and D1-4426 Approved Process Sources Metallic Raw Materials - Non USA and Titanium Ingot (All) - process codes 600-699. Seller shall maintain on file a certification traceable to each product listing the material and the foreign sources' name and address.

17.0 Products of New Manufacture

17.1 Seller shall ensure that all products and materials are of new manufacture and free of Foreign Object Debris/Damage (FOD). All products and materials delivered, and processes performed, shall meet all specifications and requirements contained in the Purchase Document including reference documents specified therein.

18.0 Assistance

18.1 Seller and their subcontractors shall provide all reasonable assistance, facilities and equipment to itinerant and/or resident Boeing and Regulatory Agency personnel.

19.0 Flammability Requirements

19.1 Seller shall verify that interior articles that are certified to Federal Aviation Regulation (FAR) 25.853 requirements continue to meet such requirements for subsequent production units. At Boeing request, the Seller shall provide proof of testing of articles to verify their conformance to flammability requirements.

20.0 Technical Data Control and Acceptance

20.1 After Boeing acceptance of a Seller product design, no changes shall be made without written authorization from Boeing for any change which will or may affect:

- a. Interchangeability, performance, weight, safety, reliability, service life, fit, form, function, and maintainability;
- b. Federal Aviation Administration (FAA) type certification; or
- c. Boeing Qualification status.

21.0 Requirements for Delegation of Product Verification

21.1 When Seller delegates product verification, Seller shall conform to the requirements of AS9015, Supplier Self Verification Process Delegation Programs as may be amended from time to time. Buyer reserves the right to conduct surveillance at Seller's facility to determine that Seller's quality system conforms to the requirements of AS9015. AS9015 establishes minimum requirements for Seller's delegation of product verification. When delegating product verification, Seller is not relieved of the obligations under this contract. Aerospace standards such as AS9015 can be obtained from SAE, the Society of Automotive Engineers at: <http://www.sae.org>

RPOC 1037

REGISTRATION, EVALUATION AND AUTHORIZATION OF CHEMICALS (REACH) COMPLIANCE (BOEING – 5132)

If raw materials, parts or assemblies delivered to Russtech under this purchase contract, contain substance of very high concern (SVHCs) as prescribed by EU Directive EC No. 1907/2006, Registration, Evaluation and Authorization of Chemicals, identification shall be included with the shipment. This identification should list the SVHC-designated chemicals present in the purchased article and the conditions under which handling precautions should be taken.

RPOC 1038

RoHS COMPLIANT MATERIALS

Seller shall ensure that applicable product delivered to Russtech under this purchasing contract does not contain the substances prohibited by the European Community Directive (2002/95/EC) on the Restriction of the use of certain Hazardous Substances, commonly known as the RoHS Directive, at levels in excess of the anticipated maximum concentration values. OEM test reports for products delivered against this purchase order shall state compliance to RoHS.

RPOC 1039

COUNTERFEIT ELECTRONIC PARTS AWARENESS

Products delivered to Russtech under this purchase contract shall be from the Original Manufacturer (OEM). Seller and its sub-tier suppliers should have a counterfeit parts avoidance plan in place. This plan or company policy can be compliant to, or aligned with the requirements of SAE AS5553. In the event that seller becomes aware of potential counterfeit products in its supply chain or that may have already been delivered to Russtech, seller shall notify Russtech immediately.

RPOC 1040

ELECTROSTATIC DISCHARGE (ESD) SENSITIVE MATERIALS PACKAGING

Any parts or materials delivered to Russtech under this purchase contract that are ESD sensitive shall have a sealed primary container that is ESD compliant. ESD warning labels shall be visible at the point of access. The use of pink poly ESD bags is not permitted for use as a primary container. In addition and if applicable to seller's products, seller shall provide protection to prevent physical and ESD damage while handling product.

RPOC 1041**CONFLICT MINERALS AWARENESS**

Seller should have a Conflict Minerals policy in place when applicable. Seller should have the EICC/Gesi template or equivalent available to Russtech when requested and should only buy 3TG minerals that are conflict free.

RPOC 1042**ENVIRONMENTAL MANAGEMENT SYSTEM (EMS)**

Seller should have an Environmental Management System (EMS) in place according to, or as a minimum, to be in compliance with ISO 14001 requirements.

RPOC 1043**CALIFORNIA TRANSPARENCY IN SUPPLY ACT:**

We expect that our suppliers conduct business the same way we do, ethically and with respect to the law. Russtech Engineering's policies reaffirm our company's zero tolerance for Human Trafficking in any form throughout our supply chain. Our policies require that we will be vigilant in guarding against abuse and corruption of any sort. Russtech's suppliers are obligated by contract to comply with all applicable laws, including those applicable to slavery and human trafficking and specifically as applicable the California Transparency in Supply Chain Act.