

### **Terms and Conditions**

## Q01 QUALITY SYSTEM AND RIGHT OF ACCESS

Seller shall maintain a quality system in compliance to the latest revision of AS9100. It is allowed for product that is not build to print and/or non-deliverable to Pioneer customer that a quality system that demonstrates conformance to purchase order requirements be maintained. Pioneer Aerostructures, its customers and/or regulatory agency shall be allowed right of access to visit the supplier's facilities to monitor the items being manufactured/processed for Pioneer to determine and verify the quality of work, records and material(s). Pioneer will provide advance notification of such visits, whenever possible to avoid disruption of planned schedules.

### Q02 REQUIREMENTS FLOWDOWN

Suppliers are required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents including key characteristics where required. Pioneer Aerostructures reserves the right to add Suppliers to the "Approved Supplier List" and also reserves the right to remove Suppliers from said list based on performance. Under DOD or other Government contracts, supplier and sub-tiers suppliers must comply with requirement of DFARs 252.225-7000 for material and products obtained or produced. Reference: Flow-down of FAR and DFAR requirements:

https://www.lockheedmartin.com/en-us/suppliers/documentation/2018tandc.html CORPDOC3 CORPDOC3A DFARS 252.225-7000

All flow down material including but not limited to drawings, specifications, purchase orders, quality documents are export controlled information:

### EXPORT CONTROLLED INFORMATION

<u>Warning:</u> This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C, Sec 2751 et seq) or the Export Administration Act of 1979 (Title 50, U.S.C., App. 2401 et seq), as amended. Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DoD Directive 5230.25.

### **Q03 RETENTION OF RECORDS**

Records must be maintained on file for a minimum of seven (7) years beyond the termination of the contract. Records must be legible, identifiable, retrievable and available to Pioneer Aerostructures, Pioneer Aerostructures Customer, the Customers' customer and regulatory agencies.



### **Q04 DOCUMENT CONTROL**

Pioneer Aerostructures will provide Suppliers with the required documents for the scope of work. It is the responsibility of the Supplier to ensure that they work to the latest revision levels. The Supplier shall protect proprietary information and require sub-tier Suppliers to do the same.

### **Q05 APPROVED PROCESSING SOURCES**

Suppliers shall use only end item customer approved processing sources.

### **Q06 PRODUCT VERIFICATION**

Verification by Pioneer Aerostructures does not preclude the Supplier of the responsibility to provide acceptable product, nor shall it disallow subsequent rejections by Pioneer Aerostructures. The supplier is required to apply all "No Change Clauses" where processes are established by either Pioneer or customer approved methodologies i.e., requirements for the supplier to notify the organization of changes in product and /or process definition and, where required, obtain organizational approval.

### **Q07** CONTROL OF NON-CONFORMING PRODUCT

Supplier must notify Pioneer Aerostructures of non-conforming product. Non-conforming product produced for Pioneer Aerostructures shall not by stored in the same area as conforming product and will be tagged and returned to Pioneer Aerostructures along with completed (suppliers') internal non-conforming report.

### **Q08 CORRECTIVE ACTION**

When a quality problem exists with any Supplier item, Pioneer Aerostructures may forward a "Corrective Action Request' to supplier, requiring timely response that shall include the following information: analysis of the cause of the problem, statement of the action taken to prevent recurrence, and the effectivity of the action. Response to a corrective action shall be completed within the timeline given.

### Q09 HANDLING, PACKAGING, PRESERVATION AND DELIVERY

Supplier shall assure that Pioneer's procured product be protected against corrosion, contamination, deterioration, or other spoilage during transit. All material shall be packed with suitable protection as to prevent damage through handling, transit, and during storage prior to use. Packaging will be in accordance to 'Best Commercial Practice" unless otherwise stated in the Purchase Order. Other shipping instructions may be contained in the Purchase Order.

### Q10 STATISTICAL TECHNIQUES

When required by Pioneer Aerostructures contract, the Supplier shall perform statistical analysis for applicable key characteristics and provide results upon Pioneer Aerostructures request or Pioneers' customers' request.

### Q11 EVIDENCE OF INSPECTION

Neither Pioneer Aerostructures nor its customers, accept "sampling inspection". This type of inspection may be deemed acceptable under certain conditions with written permission from



Pioneer Aerostructures. An appropriate member of the quality control department is required to sign to show 100% acceptance status for every shipment.

# Q12 FIRST ARTICLE REQUIREMENTS

Evidence of 100% inspection is required for all first article shipments First Article Inspection (FAI). Documentation of a complete Pioneer Aerostructures record of inspection or its equivalent, meeting the requirements of AS9102, shall be provided with the first shipment. First article inspections shall be required for all configuration changes. Supplier shall provide documentation of a first article inspection report matching the current configuration, with each first shipment.

# Q13 MATERIAL SUPPLIERS

All material must be domestic material unless otherwise specified by written consent on purchase order. Material must have full mill certifications to the specification as called out on the purchase order. All other certified products and processes require certificates of conformance or full process certifications unless otherwise specified on the purchase order.

# Q14 MATERIAL SHELF LIFE

Material, chemical or item received shall have a minimum of 75% of its original shelf

# Q15. TIME AND TEMPERATURE SENSITIVE MATERIAL

Time and temperature storage conditions must be attached to the packing sheet and accompany each shipment to be delivered hereunder. The outer-most shipping box must be marked to indicate "Time and Temperature sensitive Material" and to be within the temperature storage range upon receipt in our facility.

## **Q16. CERTIFICATIONS**

One (1) copy of each certification document specified below shall accompany each shipment or Pioneer Aerostructures reserves the right to withhold payment until certification is received. Certification shall be signed by a responsible member of the vendor's firm. Each certification shall identify the Pioneer Aerostructures Purchase Order and shall identify the items covered by the certification. Materials received without certification may be rejected and returned at vendor's expense.

General Compliance: The vendor shall provide a Certificate of Compliance that all materials, processes, and/or finished items supplied under this order are as specified by Pioneer Aerostructures Purchase Order.

Raw Material Identification: All raw material, included plate, bar, extrusion, sheet, etc . . . of aluminum, steel, or other material, must be identified per the applicable specification. Identification to Pioneer Aerostructures Purchase Order Number is also requested.

Specific Compliance: The vendor shall certify that all parts, materials, processes and finished items supplied under this order were inspected, tested and found to comply with the requirements of this order. Inspection and test data shall be maintained and are subject to Pioneer Aerostructures examination. The applicable drawing and/or specification and its revision shall be referenced.



Material Test Reports (Actual): The vendor shall submit a chemical and physical test report per the applicable specification for the materials shipped under this order with actual test results from samples representative of this material.

## Q17. DROP-SHIPPED MATERIAL

Pioneer Aerostructures may purchase material from a Supplier to be sent (drop-shipped) to a different Supplier. Upon receipt, Supplier is required to immediately fax a copy of the pack slip and all test reports. These shall be faxed attention: Pioneer Receiving Inspection. Material shall be marked property of Pioneer Aerostructures and identified such that traceability to the heat lot is maintained. Any excess material shall be returned to Pioneer with the parts.

### **Q18. ORDER OF PRECEDENCE**

In the event of conflict between specifications, drawings, and purchase order, the purchase order takes precedence. If needed contact Pioneer Aerostructures buyer.

### **Q19. FOREIGN OBJECT**

Seller shall have in place provisions for the prevention, detection, and removal of foreign objects for items covered under Pioneer purchase orders. Reference NAS412 for guidance.

### **Q20. CALIBRATION SYSTEM**

Seller shall maintain a calibration system applicable to seller's product and services used to measure or test products for conformity.

## **Q21. REGULATORY / EXPORT CONTROL COMPLIANCE**

Seller shall comply with all regulatory and export control requirements. Export controlled information is data that cannot be released to foreign nationals or representatives of a foreign entity without first obtaining approval or licenses from appropriate government agency for items controlled by ITAR or EAR. Export controlled data must be controlled and marked accordingly. Pioneer purchase orders will identify export controlled material.

## **Q22.** COUNTERFEIT MATERIAL / ASSURANCE OF MATERIAL AUTHENTICITY

Seller shall maintain and implement controls in accordance with AS6174 to assure material authenticity and conformance to standards is purchased from legal authorized sources. Seller shall plan for risk mitigation, disposition, and reporting in the event counterfeit material is identified.

## **Q23. CONTRIBUTION FLOWDOWN**

Ensure persons and/or employees performing work are aware of their contribution to the product of service conformity; their contribution to product safety; and the importance of ethical behavior.