

Empire Plastics, Inc.

Supplier Quality Clauses

GENERAL QUALITY CLAUSES – Apply to all Purchase Orders

- 10 CERTIFICATE OF COMPLIANCE:** A Certificate of Compliance is required with each shipment to EMPIRE PLASTICS, INC. Data supporting this C of C must be kept on file and made available to EMPIRE PLASTICS, INC. upon request.
- 20 CHANGES OF CONFIGURATION, DESIGN OR PROCESS:** The supplier shall notify EMPIRE PLASTICS, INC. of any proposed changes to design, parts, materials, fabrication methods, or processes and obtain written approval from EMPIRE PLASTICS, INC. prior to incorporating the change.
- 30 NOTIFICATION OF NON-CONFORMING PRODUCT:** Supplier must notify EMPIRE PLASTICS, INC. of non-conforming product. MRB (material Review Board) by the supplier is not allowed. The supplier shall not ship non-conforming product without written approval from Empire Plastics, Inc.
- 40 REWORK:** Prior approval from Empire Plastics, Inc must be obtained prior to all rework. Repair is not authorized.
- 50 SOURCE INSPECTION:** All work on this order is subject to inspection and test by the Government, Empire Plastics, Inc., and Empire Plastics Inc.'s end customer at any time.
- 60 RECORD RETENTION:** Quality records including raw material certifications, work instructions, process records, calibration records, inspection and test data shall be retained by the supplier for a minimum of 10 years.
- 70 CONFLICT MINERALS:** Supplier shall have a policy that addresses H.R. 4173, Dodd-Frank Wall Street Reform and Consumer Protection Act section 1502 on conflict minerals.
- 80 CHANGES OF SUPPLIERS:** Supplier shall notify EMPIRE PLASTICS, INC. of any material or component sub-suppliers, from what was supplied on the previous production lot.
- 90 CHANGES IN MANUFACTURING FACILITY LOCATION:** The supplier shall notify EMPIRE PLASTICS, INC. when a change in manufacturing location occurs.
- 100 RIGHT OF ACCESS:** The supplier shall provide access to EMPIRE PLASTICS, INC., EMPIRE PLASTICS, INC.'s customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in this order.

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- 110 FLOW DOWN:** The supplier shall flow down all applicable clause (requirements) through the supply chain by referencing these requirements on their Purchase Orders.
- 120 EXPORT CONTROL:** The Supplier shall comply with all applicable United States export control laws and regulations including, but not limited to the requirements of the Arms Export Control Act (AECA) 22 U.S.C. 2751-2794 and International Traffic in Arms Regulations (ITAR) 22 CFR 120.
- 130 SHELF LIFE:** The supplier must indicate on the packing list and the item packaging the Date of Manufacture (DOM) and Date of Expiration (DOE) of any date sensitive product.
For any Date Sensitive Product (Shelf-Life), the supplier shall not ship any item with less than 80% of shelf life remaining without written permission from EMPIRE PLASTICS, INC.
- 140 COUNTERFEIT PARTS PREVENTION:** The suppliers of fasteners, electrical and electro- mechanical parts must be from Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM) or their authorized distributor chain. The supplier must also have a Counterfeit Parts Prevention program per AS5553 as a minimum.
- 150 RESPONSIBLE AND ETHICAL BEHAVIOR:** The supplier must communicate awareness to their organization and flow down awareness to their sub-tier suppliers; their contribution to product service conformity, their contribution to product safety and the importance of ethical behavior.
- 160 FOREIGN OBJECT DAMAGE (FOD):** Supplier shall maintain a FOD prevention program that is based on principles of AS9146 and NAS412.
Items delivered to EMPIRE PLASTICS, INC. shall be free from any foreign material that could result in FOD.

SPECIAL QUALITY CLAUSES – Listed on Purchase Order line Items where they apply

- 200 FIRST ARTICLE INSPECTION REPORT:** The supplier shall submit a First Article Inspection report as described in SAE AS9102, Aerospace First Article Inspection Requirement.
- 300 TEST RESULTS:** The supplier shall submit test results with shipment.
- 400 ADDITIONAL REQUIREMENTS:** (Specify on Purchase Order)

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500 Defense Priorities & Allocations System (DPAS): The goods and/or services procured on this purchase order may be applied to Government contracts. EMPIRE PLASTICS, INC. reserves the right to invoke the appropriate Defense Priorities and Allocations System (DPAS) rating, per regulation 15 CFR 700, to this purchase order, if required, to support delivery under a U.S. Government rated contract. If this purchase order contains DPAS rated order quantities certified for national use, you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700). Furthermore, if the DPAS rating is identified, an acknowledgment must be provided to EMPIRE buyer specified on the purchase order with ten (10) working days after the receipt of a DX-rated order and within fifteen (15) working days after the receipt of a DO-rated order. In the absence of acknowledgement, commencement of work shall be deemed acceptance of this contract as written.