

Q01: TERMS

A: Seller shall keep confidential all technical and proprietary information including blueprints, data, designs, drawings, engineering data for production, product know-how and any other information furnished to Seller by Buyer in connection with this contract. Seller shall not use such items or information in the design, manufacture or production of any goods, or for any other purchase or for the manufacture or production of larger quantities than those specified, except with the express consent in writing from the Buyer. Seller, including its agents, employees, and representatives will exercise extreme caution to prevent disclosure of such information to third parties. The obligations of this provision shall survive the completion of performance and expiration or termination of this contract.

B: Buyer and authorized representatives of Buyer's Customers and/or Regulatory Authorities shall have direct access to all applicable areas of all Seller's and Seller's Subcontractor's Plants (at any level of the supply chain) where work under this P.O. is being performed, to review progress, records and witness testing of the items related to this P.O. Seller shall include this clause in all of Seller's subcontracted Purchase Orders.

C: Seller shall notify Buyer if any non-conformance exists with the product or process within 30 days and shall obtain disposition approval from Buyer's authorized representative.

D: Seller shall notify Buyer of changes in product and/or process, changes of Sellers, changes of manufacturing facility location and, where required, obtain organization approval.

E: It is the responsibility of the organization accepting the Purchase Order to flow down all requirements to their subcontractors. Supplier providing goods and services for UTAS end use must ensure its compliance to Aerospace Quality Systems Requirements governed by ASQR-01. A copy of this document can be retrieved from

<https://www.utc.com/suppliers/purchase-terms-and-conditions>

F: Quantity variances and/or partial shipments are not permitted unless prior written authorization is received from the Buyer.

G: All goods supplied shall be suitably packaged to protect, marked and shipped in accordance with Buyer's instructions. In the absence of instruction, Seller shall contact the Buyer. All supplied goods will be returned to the Seller for inspection if parts are received damaged.

H: Accelerated delivery is not permitted unless noted in P.O or with prior arrangements/approval of Buyer.

I: All special processes required by this P.O. must be performed by qualified personnel.

J: Seller shall not implement any changes in design, material, processes or control without written approval from Buyer prior to supplying services and/or material. The seller is also responsible for compliance by sub-contractors. Contact Buyer's authorized representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase order and only as indicated in Buyer's authorized document.

K: Seller must retain all records for this order for a minimum of 10 years, unless otherwise specified.

L: Suppliers must ensure that persons working on behalf of Q3 CNC are aware of:

– their contribution to product or service conformity; e.g. individual accountability, understanding requirements, compliance to process, the need to control changes, reporting of nonconformance

M: Seller shall use customer-designated or approved external providers, including process sources (e.g. Special Processes)

N: Seller shall flow down to external providers applicable requirements including customer requirements.

O: The seller shall provide right of access by Q3-CNC, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.

P: The seller shall ensure that persons are aware of:

– their contribution to product safety; e.g. individual accountability, compliance to process, attention to detail, knowledge of product end usage, potential impact relating to product issues

– the importance of ethical behavior e.g. code of conduct, management/employee working relationships, fair treatment, employee work recognition, confidential reporting mechanisms, protecting anonymity, no blame culture

Q02: CERTIFICATE OF CONFORMANCE

Seller Certification of Conformance is required with this order. A legible and reproducible Certificate of Conformance or Seller's statement of quality will accompany each shipment. Certifications must show the part number, quantity, specification, and revision number, and have a legible printed and signed with title of responsible person releasing the certification. This certifies the material/services provided by the Seller meet all drawing and/or specifications requirements. Records supporting this certification shall be on file and shall be provided to Buyer upon request at no cost to Buyer.

Q03: PROCESS CERTIFICATIONS

Suppliers and/or their sub-contractors performing any special process to product listed on the purchase order must provide a certification for each process. The certification shall include the following as a minimum:

1. Supplier's name, address and phone number
2. Q3CNC's P.O. Number
3. Part Number, including dash and rev. and Q3CNC Job Number
4. Quantity
5. Lot number, batch numbers or serial numbers where applicable
6. Process name, specification, type, class, method etc. as applicable

Q04: MATERIAL CERTIFICATIONS

Each shipment shall be accompanied by one legible copy of an approved Certificate of Conformance, which certifies that the purchase order items were produced from material for which the supplier has specific data or other objective evidence to the effect that the material conforms to drawings and/or specifications. The certificate shall list the following as a minimum:

1. Supplier's name, address and phone number
2. Q3CNC's P.O. Number
3. Material type and specification number
4. Size and Quantity
5. Lot Number (manufacturer/heat/batch number)
6. Country of material melt

Q05: CHEMICAL AND PHYSICAL 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.

Q6: INSPECTION RECORDS

Inspection records shall be available upon request for each product shipment received. These records shall include the nature and number of observations and traceable by part number to the material / or services being provided by the Seller.

Q7: CALIBRATION

Supplier shall meet and maintain a calibration system in conformance with ISO 10012-1, ISO 17025 or ANSI Z540-1 and must be traceable to NIST (National Institute of Standards Technology). Buyer's P.O. # must appear on all certifications. Actual calibration results shall appear on the certificates.

Q8: U.S GOVERNMENT SOURCE INSPECTION (US GSI) Government Source Inspection, if required, will be performed at Seller's facility prior to shipment. As directed by Buyer, any in-process inspection is also mandated by this clause. A minimum of 48-hours' notice to Buyer, prior to inspection, is required when this clause is invoked. Seller shall provide evidence of Government Source Inspection with each shipment.

Q9: SOURCE INSPECTION

Items procured under this purchase order are subject to source inspection by Buyer at Seller's facility, prior to shipment. The Seller shall furnish acceptable facilities and equipment necessary to perform the required inspection at no cost to Buyer. Please advise the Buyer, within three working days in advance, of the subject material being available for source inspection.

Q10: FIRST ARTICLE INSPECTION

Items procured to a Buyer's specification or drawing under this purchase order are subject to First Article Inspection per AS9102.

Q11: RECORD RETENTION

Deleted – See Q01-K

Q12: QUALITY MANAGEMENT SYSTEM REQUIREMENTS Seller must be certified to:

- A. ISO 9001
- B. AS 9100
- C. NADCAP
- D. OTHER - noted on the body of the P.O.

Q13: COUNTERFEIT PARTS AND MATERIALS AVOIDANCE Components and parts shall be procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufactures (OCMs) or their franchised dealer or distributors.

The Seller shall verify the procurement source and associated certifying paperwork.

Appropriate incoming inspection test methods shall be used to detect potential counterfeit parts and materials. The Seller shall flow this requirement down to all sub tier sellers to prevent the inadvertent use on counterfeit parts and materials. The Seller shall not use unapproved brokers (any company, person, or entity who is not an OEM/OCM or not an OEM/OCM authorized franchised dealer or distributor) for the purchase of components and parts unless pre-approval has been granted by Buyer.