



**QP-0840-01 Quality Terms & Conditions**  
**for**  
**Axxeum, Inc.**

*Axxeum, Inc. Proprietary Information*

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Quality Terms & Conditions			
<b>Standard:</b>	AS9100, AS9110, AS9120	<b>Effective:</b>	10/6/2021
<b>Status:</b>	Approved	<b>Revision:</b>	4
<b>Approved by:</b>	QMR	<b>Pages:</b>	1 of 5
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The following Terms & Conditions apply as indicated on the Purchase Order. If any term or condition cannot be met or satisfied, notify Axxeum Logistics or Quality department.

**G General**

Seller expressly warrants that all articles ordered will conform thereto specifications, drawings, or other descriptions furnished by the Buyer, and that all articles will be of good quality and workmanship and will be free of defects. The Seller shall clearly communicate and mitigate any associated risks with Axxeum Buyer before proceeding with said contract. This clause (**G**) applies to all Purchase Orders (PO). Unless otherwise specified, all print dimensions apply after finish.

**Q-1. Quality Systems**

Suppliers shall have a quality management system in place in accordance with ISO 9001, AS9100, AS9110 or AS9120 current revision, unless an alternate quality system has been instituted and approved by Axxeum.

A copy of the Seller’s Quality Certificate or Quality Manual shall be submitted for review before work on this PO/contract begins.

**Q-2. Right of Access and Inspection**

Supplier permits Axxeum, our customers, and regulatory agencies the right of access to applicable areas of the facilities and to applicable documented information. This will include sub-tier supplier(s) at all levels of the supply chain.

In the event inspection by Axxeum or its customers is required, Axxeum will provide adequate notification to Seller and will conduct the inspection in accordance with mutually agreed upon inspection criteria.

Axxeum and its customers for the purpose of inspection shall have the right of access to product conformity and production process verification, quality management system documents, and all applicable records involved in this Purchase Order.

**Q-3. Certificate of Conformance (CoC)**

Supplier shall provide with each shipment of purchased product, one (1) legible copy of Certificate of Conformity (**CoC**) that includes the following: Axxeum Purchase Order Number (PO), Product Identification, Revision (if applicable), Lot Number, Shelf Life (if applicable), Quantity Shipped, and Approval Signature from an Authorized Representative.

Where serialization is a requirement on a drawing or specification, the **CoC** shall note serial numbers supplied.

If a **CoC** is not received with shipment, Axxeum will hold Supplier’s invoice unpaid until all proper documentation is received.

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**Q-4. Certificate of Analysis (CoA)**

Supplier shall provide with each shipment of purchased product, one (1) legible copy with the following: Physical or Chemical test results in accordance with applicable Federal, Regulatory, and Statutory requirements and specification which demonstrated conformity of purchased product. Certificate of Analysis (**CoA**) must contain: Purchase Order Number, Product Information, Revision, Lot Numbers, Cure Date, Shelf Life (if applicable), Quantity, Test Requirements and Test Data Results, and Approval Signature from an Authorized Representative.

**Q-5. Test Reports**

Inspection and Tests must be performed in accordance to Purchase Order requirements, drawings and specifications. Inspection and Test records must contain inspection results by authorized personnel detailing: PASS/FAIL and/or data values. All Inspection and Test records shall be provided with each shipment of purchased product.

A copy of the test procedure followed shall be provided with the first report on each type of item(s) purchased under this order.

**Q-6. Test Inspection**

When requested Supplier shall provide test specimen(s) for design approval, inspection, verification, investigation, or auditing. Test specimen(s) will be returned by Axxeum to the Supplier upon completion of inspection or audit process.

**Q-7. First Article Inspection/Test (FAI/FAT)**

When requested, the Supplier shall perform First Article Inspection/Testing to controlled drawings and specifications. The **FAI/FAT** Report shall serve as the baseline qualification for the produced items. The First Article Inspection/Test shall conform to the requirements of Aerospace Standard AS9102, Aerospace First Article Inspection Requirements. Supplier format is acceptable, if all requirements of AS9102 are met.

Subsequent deliveries of line items do not require a first article or delta first article unless the following conditions apply: 1) Revision change to the part being manufactured, 2) Change in manufacturing source, process, location that could potentially affect form, fit or function, or 3) a lapse in production for two years.

Axxeum shall be notified within five(5) working days by e-mail to [Logistics@Axxeum.com](mailto:Logistics@Axxeum.com) or phone prior to execution of the **FAI/FAT** and reserves the right to attend and provide input during all **FAI/FAT** activities.

**Q-8. FAI/FAT Article**

When requested, the Supplier shall provide the First Article Item along with the FAI/FAT Report. If accepted, this item shall be retained and considered as part of the total number of items delivered. If rejected, Axxeum shall return item with requested corrective action(s). If item is to be destroyed during the inspection process, it shall be specified on the Purchase Order or Statement of Work (SOW).

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### **Q-9. Changes Notifications**

Supplier will notify Axxeum when changes occur that will affect the quality, performance, appearance, manufacturing sites, packaging, raw materials, or quality management systems. Changes must be communicated and agreed upon by Axxeum prior to implementation.

### **Q-10. Supplier/Subcontractor Sub-tier Flow Down Requirements**

When subcontracting any material(s) and/or operation that affects conformance, the Supplier shall ensure that the Purchase Order to the sub-tier Supplier identifies the “critical characteristics” as applicable.

### **Q-11. Notification of Quality Escapes & Disclosure**

Supplier’s system shall provide for a timely reporting of non-conformities that may affect already delivered product, including any continuing airworthiness actions. Notification to Axxeum shall be submitted on the Supplier’s letterhead and include a clear description of the discrepancy, which includes, as necessary: parts affected, customer and/or supplier part numbers, manufacturing dates, quantities and date(s) delivered, any information relating to Root Cause/Corrective Action steps initiated to address the defective condition and preventative measures taken to preclude recurrence of the process failure.

### **Q-12. Non-Conformance**

Supplier shall notify Axxeum of all non-conformances related to purchase product. Any product in a **Non-conforming** condition must be agreed upon by Axxeum prior to shipment through formal Non-Conformance documentation such as Supplier’s Non-Conformance Report, Product Wavier Approval or Product Deviation Approval.

### **Q-13. Counterfeit Parts & Materials**

Supplier shall implement an appropriate control plan to ensure that Goods furnished to Axxeum under this Contract are not Counterfeit Goods. Supplier’s Plan shall include but is not limited to, the direct procurement of items from authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the suppliers original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability throughout the supply chain; or (iii) test and inspection records demonstrating the item’s authenticity.

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### **Q-14. ITAR (International Traffic in Arms Regulation)**

When stated by the Purchase Order, all vendors are required to comply with International Traffic in Arms Regulation (ITAR). The drawings or specifications provided by Axxeum, under this order are controlled under the U.S. ITAR and may not be (a) sent or transmitted by any means outside the U.S. or (b) furnished or made available to a Foreign Person (any person who is not a U.S. citizen or lawful permanent resident/Green Card holder) inside or outside of the U.S., except in accordance with the ITAR and any approvals by the U.S. Department of State. For further assistance, visit <https://www.pmddtc.state.gov>

### **Q-15. EAR (Export Administration Regulation)**

When stated by the Purchase Order, all vendors are required to comply with Export Administration Regulation (EAR). The drawings or specifications provided by Axxeum, under this order are controlled under the U.S. EAR and may not be (a) sent or transmitted by any means outside the U.S. or (b) furnished or made available to a Foreign Person (any person who is not a U.S. citizen or lawful permanent resident/Green Card holder) inside or outside of the U.S., except in accordance with the EAR and any approvals by the U.S. Department of Commerce. For further assistance, visit <https://www.bis.doc.gov/index.php/exporter-portal>

### **Q-16. Records Retention**

Supplier must maintain quality records pertaining to the purchase product delivered to Axxeum for a minimum of 10 years after the purchasing agreement has been fulfilled and satisfied by Axxeum.

### **Q-17. Purchase Order Amendments**

Any changes to the Purchase Order requirements by the Supplier must be communicated and approved by Axxeum in writing. Any delays in shipment for any reason must be conveyed to Axxeum as soon as the delay is known by the Supplier.

### **Q-18. GSA Industrial Fee**

For all orders originating from the General Services Administration (GSA), the Seller shall be designated as a Subcontractor or a Team Member. Subcontractors who do not hold a current GSA Federal Supply Schedule must use the Buyer's designated GSA Contract and Special Item Number (SIN). In such case, the Buyer shall be responsible for paying the GSA Industrial Funding Fee (IFF) and reporting sales to the Government. Team Members hold their own Federal Supply Schedule will use their own GSA contract and SIN. Team Members may be required to invoice the Government in certain circumstances. Such circumstances will be detailed in the individual Purchase Orders. Team Members are responsible for reporting their own sales under their GSA contract and paying their associated IFF directly to the Government. Terms of the individual order will specify details for program management fees.

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### Q-19. Packaging & Identification

The Supplier shall ensure that all items are legibly marked in accordance with the Purchase Order, engineering drawing or applicable specification requirements. Identification requirements may include the following as specified per the Purchase Order: part number and revision level; manufacturer's identification; lot or date code; shelf life, date of manufacturing, ASTM, AMS, Federal Specifications and quantity (if identifying the packaging). The following exceptions may apply:

- a. Items too small or of a configuration or material prohibiting individual marking are packaged in suitable containers as stated above.

### Q-20. The Supplier must provide, at a minimum, if Shelf-Life Controls apply to product purchased:

Storage requirements.

Shelf- life expiration date (**75% of life must remain**), unless otherwise approved.

Lot no. / date code.

MSDS specification and data sheet(s).

Certificate of Compliance (COC).

### Q-21. Conformity, Product Safety, and Ethical Behavior

The Supplier shall ensure that all personnel assigned to this project are aware of the following:

Their contribution to product or service conformity;

Their contribution to product safety; and

The importance of ethical behavior.

#End-of-document