

ARNPRIOR AEROSPACE INC.
Supplier Quality Requirements
Document QR001-01
Rev. 01, dated April 19, 2018

The current version of the Arnprior Aerospace Supplier Quality Requirements document is accessible on the Arnprior Aerospace Inc. website: <http://www.arnprioraerospace.com/Suppliers.shtml>

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Q1 Scope

Arnprior requires that the provisions/ requirements set forth below be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

This Arnprior Aerospace Supplier Quality Requirements document applies to all Purchase Orders for Arnprior Aerospace Inc. and its subsidiaries, Arnprior Aérospatiale Montréal Inc. and Arnprior Aerospace Portland, Inc. (each an "Arnprior Aerospace entity").

The requirements of all procured processes, products and services will be communicated through the Purchase Order, including the identification of all relevant technical data (e.g., specifications, drawings, process requirements, and work instructions).

All Sellers are required to meet all applicable requirements of the current revision of QR001 including any amendments and / or specific customer flow-downs prior to accepting the purchase order. If it is determined that some requirements cannot be met or can only be partially met, the Seller shall notify the Arnprior Buyer so that a mutually acceptable requirement may be negotiated if possible.

The quality management system requirements specified in this document are complementary (not alternative) to the Arnprior Aerospace Inc. General Terms and Conditions of Purchase – AAI-SC001 Rev.01 as well as contractual and applicable statutory or regulatory requirements.

Contact your Arnprior Buyer if there are any questions or difficulty locating key information.

Seller shall ensure that all personnel involved and performing work in support of an Arnprior Purchase Order be made aware of:

- Their contribution to product and service conformity;
- Their contribution to product safety; and
- The importance of ethical behavior.

Q2 Definition

"Arnprior" - the Arnprior Aerospace entity that placed the Purchase Order.

"Goods" - any process, product or service provided to Arnprior.

"Seller" - any external provider supplying Arnprior with processes, products or services.

"Records" - for clarity, the term "records" within this document should be interpreted as including the term

“documented information” as defined in AS9100.

Q3 Quality Management System Requirements

Q3.1 Quality System:

Arnprior maintains an Approved Supplier Listing to control the suppliers that fulfil its procurement needs. All Sellers are required to implement and maintain a quality management system approved by Arnprior and meeting at least one of the following as applicable:

- Customer Designated
- Designated on a Qualified Product List (QPL) specification, standard, parts list or drawing
- Proprietary to the Seller
- Applicable International / Aerospace Standards (i.e. ISO 9001 AS9100, AS9120, ISO 17025)
- NADCAP Accreditation
- Approved by Arnprior

Changes in Arnprior approval status of Seller is based on Seller contract compliance and performance. In the event that Arnprior changes Seller’s approval status from approved to conditionally approved or disapproved, the Seller must notify the Arnprior Buyer within 2 business days of the change and agree to participate as applicable to quality performance improvement plans (QPIP).

Q3.2 Quality Management System Accredited Certification: Seller is expected to implement and maintain an accredited Industry Controlled Other Party (ICOP) certification/registration to the latest revision of AS9100 “Quality Management Systems - Requirements for Aviation, Space and Defense Organizations” certified by an accredited certification/registration body (CRB) listed in the IAQG Online Aerospace Supplier Information System (OASIS) database. Arnprior reserves the right to make final determination regarding Seller compliance to Arnprior requirements.

Distributors that sell direct to Arnprior are to be customer designated, authorized by manufacturer or shall be AS9120, “Quality Management Systems - Requirements for Aviation, Space and Defense Distributors” certified by an accredited CRB listed in the IAQG OASIS database.

Seller, including distributors, must maintain objective evidence of CRB certification/registration on file at Seller’s facility. Objective evidence includes:

- The accredited AQMS certificate(s) of registration;
- The audit report(s), including all information pertaining to the audit results in accordance with the applicable certification/registration scheme; and
- Copies of all CRB finding(s), objective evidence of acceptance of corrective action(s), and closure of the finding(s).

The CRB services agreement must provide Arnprior with a “right of access” to all CRB records. The Arnprior Buyer and Quality Manager are to be immediately notified in writing should Seller’s certification/registration be suspended or withdrawn, or the accreditation status of Seller’s CRB is suspended or withdrawn. Arnprior Aerospace Inc. suppliers must send an email notification to GRPPurch@arnprioraerospace.com. Arnprior Aerospace Portland, Inc. suppliers must send an email notification to DocumentControlPortland@arnprioraerospace.com.

Should Seller fail to achieve the required certification(s) at the time of the issuance of the Purchase Order, Seller commits to implement all necessary means and resources to achieve such certification within a time to be agreed upon by the Parties. Should Seller fail to achieve the required certification(s) or lose the required certification(s), Arnprior shall be entitled to terminate the Purchase Order for default in accordance with the terms of the Purchase Order. Should Seller’s required certification(s) be suspended, Arnprior shall be entitled to require up to 100% inspection either at source or at point of receipt. Costs associated with such inspection will be borne by Seller.

Q3.3 First Article Inspection Requirement: Seller shall perform and document First Article Inspection Reports (FAIR’s) in accordance with AS/EN/SJAC 9102, Aerospace First Article Inspection Report Requirement, and

resulting FAIR's must be accessible to Arnprior in a format required by Arnprior prior to the first shipment of the Goods.

Q3.4 Net-Inspect: Seller shall document FAIs within the licensed Net-Inspect software, and shall also flow this obligation down to Seller's Supply Chain where applicable. First Article Inspection Reports shall be electronically submitted to the Arnprior entity that placed the purchase order. The FAIR's completed by Seller's Supply Chain shall also be documented and recorded in Net-Inspect.

FAIR's for military parts (i.e. ITAR, EAR 600, and Controlled Goods) shall be provided using a secure File Transfer Protocol (FTP).

Seller shall schedule adequate time for this process to maintain on-time delivery performance with Arnprior.

The following attachments are to be included in the (FAIR) package as applicable:

- Detail, assembly and sub-assembly FAIRs are to be hyperlinked in the FAIR
- Certificate of Conformity (C of C) of any procured products (standard parts included)
- Sub-Tier C of C for any raw materials, special process, completed inspection/testing or chemical
- Every design characteristic requirement is uniquely identified and traceable to the FAIR (e.g. bubble drawing, 3D Model, Part List)
- The Coordinate Measuring Machine (CMM report) that is traceable to AS9102 form 3.
- The completed record of production, identifying the sequence of steps and acceptance (i.e. Shop Traveler/Routing)
- Outside Processing Specification Plan (OPSP)
- A copy of the nonconformance report, closed with material review board (MRB) disposition and acceptance
- A photo of the FAI part that includes the part marking

Q4 General

Q4.1 Change in Company Representation: Seller must notify the Arnprior Buyer of any changes in company representative with assigned responsibility and authority for the quality system including any change to the customer representative responsible for the Arnprior contract, within 5 business days of the change.

Q4.2 Sale, Relocation, Renaming, or Closure of Seller's Facility: Seller shall notify Arnprior in writing, 90 business days prior to any sale, relocation, renaming, or closure of Seller's operation.

Q4.3 Control of Work Transfer: Seller must notify Arnprior in writing six (6) months in advance before transfer of the manufacturing facility location of the Goods (e.g. from one organization facility to another, from the organization to a supplier, from one supplier to another supplier) to allow for review and approval by Arnprior as applicable. Seller must obtain Arnprior's written approval prior to proceeding with the transfer.

Q4.4 Language: Seller documents and records submitted to Arnprior must be in the English language. Seller must maintain a Quality manual, Quality data, and approved design data in the English language and make it available to Arnprior upon request by Arnprior and at no additional cost.

Q4.5 Seller's Inspection: Seller shall inspect or otherwise verify all Goods including those components procured from or provided by subcontractors, suppliers or Arnprior, for compliance to the Arnprior Purchase Order prior to shipment to Arnprior. Seller shall be responsible for all tests and inspections of the Goods during receiving, manufacture and Seller's in-process and final inspection. Seller will be responsible for ensuring competent, qualified/certified personnel are selected as required by the applicable engineering requirements.

Q4.6 Release of Product and Services: Seller must provide a statement of conformity as assurance that all work performed in connection with the Arnprior Purchase Order is conforming to the Purchase Order requirements and they adhere to all requirements, applicable drawings and/or specifications. The signature and or stamp of Seller's designated Quality Representative is required and must be dated. Electronic signatures are acceptable provided Seller has a documented procedure to control the acceptance authority media.

Q4.7 Identification and Traceability: Seller shall provide evidence that the Goods provided in accordance with this Purchase Order are new, and obtained from the original manufacturer. 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. All certificates of conformance must be traceable between Seller and the manufacturer(s) and / or processor(s) or distributors.

Seller's packing sheet shall contain control identity of the Good(s) within the shipment, as applicable. The control identification shall be traceable to the Good(s) 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.

Q4.8 Excess Inventory: Seller shall strictly control all inventory of Goods, including work-in-process and detail components, which contain, convey, embody or were manufactured in accordance with or by reference to proprietary information of Arnprior or its customer that is in excess of contract quantity in order to prevent such Goods from being sold or provided to any third party without prior written authorization from Arnprior. Additionally, Seller shall not provide product from excess inventory that was previously rejected or returned by Arnprior without written authorization from Arnprior. Seller must be able to demonstrate traceability to the original Arnprior purchase document that authorized the manufacture of the Good when it is requested by Arnprior.

Q4.9 Validation of Raw Material Test Reports: When Seller utilizes test reports to accept Seller purchased raw material, the following requirements apply:

Test reports shall be checked 100% against Seller's requirements and applicable specifications.

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.

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 Purchase Order.

Q4.10 Source Inspection: Work under this Purchase Order is subject to Arnprior surveillance at Seller's facility. Arnprior may elect to conduct inspection either on a random basis or up to the extent of 100% inspection. Seller will be notified if Arnprior inspection is to be conducted on specific shipments. No shipments are to be held for Arnprior inspection unless notification is received prior to, or at time of, Goods being ready for shipment. The Seller shall provide the Arnprior source inspector with a copy of this Purchase Order, applicable drawings, specifications and changes thereto, and such other information as may be required. Seller shall provide the necessary use of the Seller's facility and equipment to perform the inspection.

Representatives of Arnprior, its customer and/or The Federal Aviation Administration (if outside the U.S., Arnprior, its customer and/or The Federal Aviation Administration and/or equivalent Government Agency) may inspect and evaluate Seller's facilities, systems, data, equipment, personnel and all completed articles manufactured.

Q4.11 Supplier Funded Source Inspection: If Seller fails to achieve and maintain an approved Quality Management System per Q3.1 herein or at least a Silver quality acceptance rating as established in Q7.4 herein, the Seller may be subject to Supplier Funded Source Inspection (SFSI). Should Arnprior elect to implement SFSI, Arnprior may select one of the following steps at its option:

1. Seller to obtain source inspection from an Arnprior-approved contractor at Seller's own expense;

2. Seller to reimburse Arnprior for reasonable Arnprior costs incurred at the point of manufacture (i.e. Seller's site) to verify product conformity;
3. Seller to reimburse Arnprior for reasonable Arnprior costs incurred at the point of receipt to verify product conformity.

Q4.12 Right of Entry: Seller hereby grants, and shall cause any of its sub-contractors or suppliers to grant, to Arnprior, its customer and regulatory authorities or their designees, the right to visit the facility of Seller or any of its sub-contractors or suppliers, and grants the right to access all applicable areas, to review progress and performance with respect to production, schedule, cost, quality, inspections, Goods and protection of Arnprior's and its customers' proprietary rights under any Purchase Order, and all applicable records. Any of the above representatives shall be allowed access to all areas used for the performance of the Purchase Order, in all facilities, at any level of the supply chain that is involved in the Purchase Order.

Such access shall be subject to the regulations of any governmental agency regarding admissibility and movement of personnel on the premises of Seller or any of its sub-contractors or suppliers. Visits will be conducted during operating hours, and Arnprior shall notify Seller prior to any visit. Such notice will contain the names and positions of the visiting personnel and the duration and purpose of such visit. Arnprior reserves the right to conduct surveillance at Seller's facility to audit conformity to the requirements.

Q4.13 Nonconformity and Corrective Action: When Arnprior notifies Seller of a detected nonconformity, Seller shall take immediate action to eliminate the nonconformity on all Goods in the Seller's control (i.e., segregation, stock checks, work in process, shipping). Seller must take appropriate action to control and correct the nonconformity to prevent further shipment of nonconforming Goods to Arnprior. The Seller shall retain documented information that describes the actions taken, that root cause corrective action has occurred and resolved the nonconformity, including verification activities to ensure actions proved effective in correcting the nonconformity. If Seller or any of its suppliers suspect that additional non-conforming product has been delivered to Arnprior, Seller must notify Arnprior in accordance with the Notification of Escapement (NoE) Process outlined in Q4.14.

When Seller is requested to submit a corrective action report, the report shall be submitted within the time allotted and format specified by Arnprior. In the event Seller is unable to respond within the allotted time frame, Seller shall submit a written request for extension, subject to Arnprior's approval. The request for extension shall include containment activities and the reason for the extension and the additional time needed to complete the report. If after initial submittal to Arnprior Seller determines a revision is required to the report, Seller shall immediately notify Arnprior in writing of such revision. The notification of revision must highlight the change from initial submittal and include the purpose of the revision.

Arnprior 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 Arnprior or Seller-initiated corrective action requests. If Seller is late in responding to corrective action requests by Arnprior, or if Arnprior requires subsequent corrective action, Arnprior reserves the right to withhold acceptance of shipments either at source or destination until Seller corrective action is submitted to Arnprior's satisfaction.

Q4.14 Notification of Escape (NoE) Process: Seller shall provide written notification to Arnprior when a nonconformance is determined to exist, or is suspected to exist, on Goods already delivered to Arnprior. Written notification must include:

- A clear description of the nonconforming condition and the affected engineering requirement (e.g., what it is and what it should be);
- Affected process(es), item number(s) and name(s);
- Traceability number(s), serial number(s), manufacturing date, batch number, heat lot, test report number, etc. of the suspected/affected items
- Delivered quantities, shipping dates, reference purchase orders and destinations of delivered shipments;
- Containment action(s)

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.

Seller must provide Root cause(s) of the issue; and Corrective action(s) put in place to prevent recurrence (effectivity lot number, date etc.) once investigation of NoE is complete

Seller shall notify the following individuals:

- The Arnprior Buyer
- The Arnprior Quality Manager

Engineering Design Errors: Seller shall notify Arnprior in writing within three (3) business days when it is determined that any Good shipped, while meeting the supplier product definition, does not meet, or is suspected to not meet, the airplane design requirements.

Seller may submit its nonconformance report for any nonconforming material and/or product for possible Arnprior Material Review Board (MRB) review and approval when authorized by the Arnprior Buyer. Root Cause Corrective Action must be submitted along with the Seller's nonconformance report.

Q4.15 Substitutions:

Seller shall not provide substitute items (part numbers) for those items specified by this Purchase Order without prior approval from Arnprior through an amendment to this Purchase Order.

Q4.16 Counterfeit Parts / Material Prevention and Control:

Seller shall implement and maintain a Counterfeit Parts / Material Prevention and Control program aligned to AS6174 and AS5553

“Counterfeit Product”: includes fraudulent product that is a copy, imitation or substitute that has been represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive or defraud. Characteristics of a Counterfeit Product often include but are not limited to:

- a. Parts which do not contain the proper internal construction (e.g. die, manufacturer, wire bonding, etc.) consistent with the ordered part.
- b. Parts which have been used, refurbished or reclaimed, but represented as new product.
- c. Parts which have different package style or surface plating/finish than the ordered parts.
- d. Parts which have not successfully completed the OCM's full production and test flow, but are represented as completed product.
- e. Parts sold as upscreened parts, which have not successfully completed upscreening.
- f. Parts sold with modified labeling or markings intended to misrepresent the part's form, fit, function, or grade.

Seller shall not deliver Counterfeit Product to Arnprior under this Purchase Order. Seller shall only purchase products to be delivered, or incorporated as work to be delivered, to Arnprior directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Seller shall not acquire products from independent distributors or brokers unless approved in advance in writing by Arnprior. When requested by Arnprior, Seller shall provide OCM/OEM documentation that authenticates traceability of the products to the applicable OCM/OEM.

Seller shall immediately notify Arnprior with the pertinent facts if Seller becomes aware or suspects that it has delivered Counterfeit Product, and Seller shall fully cooperate with Arnprior and provide all requested information with respect to the situation. In the event that Seller delivers Counterfeit Product to Arnprior, Seller shall, at its expense, promptly replace such Counterfeit Product with genuine product that conforms to the requirements of the Purchase Order. Seller shall be liable for any and all costs associated with the removal and replacement of the Counterfeit Product, including without limitation the work required to replace the Counterfeit Product and to

perform further testing. Nothing in this section Q4.16 limits or restricts the rights, remedies or damages available to Arnprior under this Purchase Order, at law or in equity.

Seller shall include equivalent provisions in lower tier subcontracts.

This section Q4.16 applies in addition to any quality provision, specification, requirement or other provision included in this Purchase Order addressing the authenticity of the Goods. To the extent there is any conflict or inconsistency between such provision and this section Q4.16, this section Q4.16 prevails.

Counterfeit Product will not be returned into the supply chain (i.e. they will be rendered unusable if Seller wishes to get the material/parts back).

Q4.17 Arnprior-owned Tooling: For Arnprior-owned tools, written certification confirming completion of the tool and a successful FAI using the tool must be completed and forwarded to the Arnprior Buyer for new, reworked, and/or re-identified tools. The certification must include a digital photograph of the tool and a digital photograph of the tool identification data and tool inspection stamps. Payment for tools will not be authorized by the Arnprior Buyer until the certification and digital photographs have been received and authorized by Arnprior Supply Chain Management.

When Arnprior-owned tooling is transferred to or from a Seller's facility, Seller must provide a copy of the shipping documentation. This documentation will acknowledge receipt/shipment of tooling and acceptance of the tool's visual condition.

When Seller is assuming responsibilities from another Arnprior supplier for tools located at Arnprior's sub-tier supplier facilities, Seller will be required to provide written acknowledgement of its assumption of the responsibility for those tools.

Seller shall maintain the tools in good operating condition and store the tools in a way that protects them against deterioration from the environment. Seller shall conduct any necessary periodic preservation or condition checks on tools in storage. Seller shall promptly notify Arnprior of any issues relating to the tools, including but not limited to damage, loss, and when tool reaches end of life.

Q4.18 Requirements and Specifications for Goods: Seller shall furnish Goods that meet Arnprior's requirements. When Arnprior's specifications or drawings are used to define requirements, the applicable revisions of such documents currently in effect shall prevail unless otherwise specified on the Purchase Order. Seller may not deviate from any quality requirement or material specification set out in Arnprior's specifications or drawings without the prior specific written approval of Arnprior. Seller shall not make changes to Goods without the prior written approval of Arnprior. Prior written approval will be in the form of an approved Supplier Request, or in the form of a revised drawing or specification.

It is the Seller's responsibility to ensure a process is implemented and controlled to obtain all required documentation at the requested revision level for the Purchase Order requirement. (i.e. specifications, drawings, etc.).

It is the Seller's responsibility to maintain a process that ensures that all of their employees possess the necessary competence and required qualifications to perform the appointed tasks.

Q4.19 Foreign Object Damage (FOD): Seller shall establish and maintain a FOD prevention, detection, and removal program aligned to AS9146 Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations. When applicable, Seller's Foreign Object Damage control program shall include controls to preclude FOD or contamination at Seller's sub-tier provider.

Q4.20 Materials with Shelf Life: Seller shall ensure that if any shelf life applies to materials, then that material shall be controlled and used in accordance with the relevant specification. Age sensitive material shall be conspicuously labeled with manufactured date and manufacturer's batch/ lot number. Failure to properly label the

materials may result in rejection. Material which has exceeded 50% of its useful shelf life may be subject to rejection.

Q4.21 Calibration: Seller must retain documented information that provides evidence of monitoring and measurement equipment calibration. The retained documented information must include the required calibration register elements defined within the AS9100 standard (ref 7.1.5.2) and the results of calibration. Inspection, measuring and test resources shall be controlled, calibrated and/or verified, and maintained per latest revision of ISO/ IEC 17025 or equivalent recognized standard.

Q5 Documentation

Q5.1 Shipping Documentation

The shipping documents must include as applicable:

- Certificate of conformity (C of C);
- Commercial Invoice
- Raw material certification of conformity that includes the mill test and lot numbers;
- Certificate of forging test report;
- Certificate of conformity for heat treatment that includes a summary of the process and the test reports;
- Certificate of conformity for any special processes completed by sub-contractors;
- Inspection / Test Report;
- Any applicable Nonconformance reports, closed with MRB disposition and acceptance

Q5.2 Certificate of Conformity (C of C): Seller must provide a legible C of C with each shipment providing assurance that all work performed in connection with the Arnprior Purchase Order conforms to the Purchase Order requirement. The C of C must be signed and / or stamped by Seller's authorized Quality Representative. This can be a separate document from the packing sheet, or included on the packing sheet. An electronically signed C of C is acceptable provided the Seller has a documented procedure to control the acceptance authority media. The C of C shall be traceable to the material submitted and at a minimum shall include:

Machined Parts, Sheet Metal, Casting/Forging, Kitted Parts, Sub-Assemblies/Assemblies:

- Seller's name and address;
- Arnprior's purchase order number and line order number;
- The drawing number and revision (and all applicable configuration documents);
- The quantity delivered – when applicable the quantity of back ordered parts;
- Seller's traceability number (i.e. work order etc.);
- Item number (product name, symbol, code, etc.);
- Serial number(s) and the corresponding forging serial number or lot number;
- The raw material and components used, name of its provider and the certificate number;
- All special processes completed by Seller or Seller's sub-contractors, including as applicable:
 - Process specifications,
 - The name of the processor,
 - The certificate number and the date of the current certificate;
- Seller, Arnprior or OEM non-conformity report number (when applicable);
- All authorized deviations, special permissions or waivers;
- Unique certificate number and the date of certification;
- Reference to the First Article Inspection Report number (when applicable)
- The signature, or stamp, of the Quality Representative authorized to release the product.

Certificate of Conformity (C of C) for Special Processes:

- Name of special process facility
- Address of special process facility
- The special process specification number, revision number, type and class;
- The Item number
- Item traceability reference
- The quantity of parts accepted or rejected under this certificate;
- The serial number, if applicable;
- References to all authorized deviations, special permissions or waivers
- The oven entry date/time, exit date/time and temperature and the resulting hardness for all heat treatments;
- The data for all tests required on the drawing and in the specifications;
- The revision number of the approved technique;
- The signature, or stamp, of the Quality Representative authorized to release the product.

Certificate of Conformity for Distributors of Standard Parts / Hardware / Raw Materials: Seller shall procure the C of C directly from the manufacturer. To reduce the potential risk of counterfeit parts or materials from entering the supply chain, Arnprior does not accept raw materials procured from third party distributors, unless certified copies from the original mill are available and prior written authorization has been provided by Arnprior. Distributors of raw material shall provide certified copies of the original manufacturer's test report/data with each shipment, or make on-line access available to Arnprior.

The Seller shall procure and utilize only distributors with Quality Management Systems that comply with AS/EN/SJA9100, "Quality Management Systems – Requirements for Aviation, Space and Defense Operations," and or AS/EN/SJA9120, "Quality Management Systems – Requirements for Aviation, Space and Defense Distributors."

Q5.2 3 Records and Record Retention: Seller shall maintain, on file at Seller's facility and protected from deterioration, Quality Assurance records traceable to the conformity of Goods provided to Arnprior and all records related to the First Article Inspection Report (FAIR). Seller shall make such records available, at no cost, to authorized representatives of Arnprior and its customers. Seller shall retain such records for a period of not less than the calendar year plus ten (10) years from the date of final payment under the applicable Purchase Order for all Goods unless otherwise specified on the Purchase Order or in the OEM requirements, whichever is longer. Seller shall maintain all records related to the current First Article Inspection Report (FAIR) for the calendar year plus ten (10) years past date of final payment for the final delivery of the last Good covered by the FAI unless otherwise specified on the Purchase Order or in the OEM requirements, whichever is longer.

At the expiration of such period and prior to disposal, Seller shall notify Arnprior of the records to be disposed of. Arnprior reserves the right to request delivery of such records. In the event Arnprior chooses to exercise this right, Seller shall promptly deliver such records to Arnprior at no additional cost on media agreed to by both parties.

Q6 Additional Flow-Downs to Seller and its Sub-Tiers**Q6.1 Application of Acceptance Authority Media (AAM):**

Seller shall, within its organization and its supply chain, ensure that the use of AAM is clearly defined within its Quality Management System. Seller, upon request from Arnprior, must be able to demonstrate evidence of communication of this requirement to its employees and to its supply chain; use of AAM must be considered as personal warranty of compliance as well as conformity to product service or conformity as well as product

Q6.2 FAA-PMA Markings: Unless explicit direction from Arnprior to Seller is given to the contrary, no Goods (or constituent parts thereof) ordered by Arnprior shall contain any FAA-PMA markings and shall not be certified under an FAA-PMA approval.

- FAA: Federal Aviation Authority
- PMA: Parts Manufacturer Approval

Q6.3 Special Processing Flow-Down Requirements: Sellers are required to adequately define and document the statement of work, including without limitation (as applicable): specification, specification revision, specification departures, Type, Class, Grade, program number, design authority, and pre/post processing steps. Seller shall ensure the adequacy of specified purchase requirements prior to communicating with its supplier/processor.

Refer to the paragraphs below. Additional requirements may be found on the Purchase Order or on the OPSP. Use of customer-approved processors/suppliers shall not relieve Seller of any of its obligations and/or liabilities under the Purchase Order.

Q6.3.1 Boeing-designed Products: For drawings that identify military specifications or Boeing processes, Seller either must (i) be an approved processor listed in Boeing Document D1-4426, *Boeing Approved Process Sources*, or (ii) use an approved processor as required by D1-4426. D1-4426 also identifies metallic materials that require Boeing approval of non-U.S.A. suppliers and all suppliers of Titanium ingot (i.e. non-U.S.A. and U.S.A.) and authorized distributors of those approved manufacturers of designated fasteners.

Further information on D1-4426 can be found at: <http://active.boeing.com/doingbiz/d14426/>

Seller is responsible for ensuring that it is working to the latest specification revisions, unless otherwise specified in the Purchase Order or OPSP. To identify the latest revisions of Boeing specifications, including PSDs, refer to the “BAC Specification Revision Index” hyperlink at:

<http://active.boeing.com/doingbiz/d14426/>. Please note that only PSDs with a “6-“ prefix may be applicable unless otherwise specified on the OPSP.

To obtain a copy of the latest revision of a specification or PSD, contact your Arnprior Buyer.

Q6.3.2 Lockheed Martin-designed Products: For drawings that identify military specifications or Lockheed Martin processes, (C-, STP, etc.), the Seller either must (i) be an approved processor listed in Lockheed Martin Document QCS-001, *Lockheed Martin Special Process Certification*, or (ii) use an approved processor, of the controlled process, as required by QCS-001. The selection, control and requirements flow-down of Quality Control Specification (QCS)-001 are defined in Appendix QJ.

Requirements can be found at:

http://www.lockheedmartin.com/us/aeronautics/materialmanagement/scm-quality/scm-quality_qualityappendices.html.

QCS001 Process List can be found at: <https://sqm.lmaeronautics.com>

Seller is responsible for ensuring that it is working to the latest specification revisions, unless otherwise specified in the Purchase Order or OPSP. To obtain a copy of a specification, contact your Arnprior Buyer.

Q6.3.3 Bombardier-designed Products: For drawings that identify Bombardier processes, Seller must be an approved processor listed in Bombardier’s Approved Suppliers Listing. All suppliers for manufacturing, materials, processing and distribution are listed in the Bombardier Approved Suppliers Listing.

Bombardier Approved Suppliers Listing can be found at this location:

<https://bombardierquality.service-now.com/sp>

Seller is responsible for ensuring that it is working to the latest specification revisions, unless otherwise specified in

the Purchase Order or OPSP. The latest revisions of Bombardier specifications can be obtained by Bombardier-approved suppliers via the Bombardier Supplier portal. Sellers who do not hold Bombardier approval directly can obtain a copy of the latest revision of a specification from the Arnprior Buyer.

Q6.4 Flow-Down Clauses Applicable to Goods Supplied for a Boeing Aircraft:

Q6.4.1 Boeing Document D6-51991: Boeing Document D6-51991, “Quality Assurance Standard for Digital Product Definition (DPD) 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 Arnprior DPD capability approval. If Seller engages sub-tier support involving DPD, Seller shall flow down, and ensure sub-tier compliance with, Boeing D6-51991 requirements.

Q6.4.2 Additional Requirements: Seller shall comply with the requirements of the latest revision of Form X31764, Boeing Quality Purchasing Data Requirements, available at the following URL address: <http://www.boeing.com/x31764.pdf>. Seller shall be responsible for regularly monitoring the URL to ensure that Seller is in compliance with the latest revision of Form X31764.

Q6.4.3 Boeing Document D6-1276: Boeing Document D6-1276, “Control of Materials and Processes for Designated Parts”, (if applicable) is required by the engineering drawing for certain machined parts. Boeing approval of your manufacturing planning is required through Arnprior prior to shipment of completed parts. Seller agrees to cooperate with Arnprior during the process of obtaining Boeing’s approval.

Q6.4.4 Boeing Q31 Note: Seller must place the following statement on the shipping documentation if Seller is shipping directly to Boeing:

“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 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings.”

The preferred location for the above statement is on the shipping document, next to, or following, the C of C. The statement may be printed, stamped or attached as a label or sticker to the shipping documentation. It is allowable to replace “Seller” with the company name or “We”.

Q6.5 Flow-Down Clauses Applicable to Goods Supplied for a Bombardier Aircraft:

Q6.5.1 Bombardier Quality Terms: If working to Bombardier customer drawings and/or specifications, Seller shall determine the Bombardier quality requirements that are applicable to the Purchase Order utilizing the appropriate appendix in QD 4.6-40, Quality Requirements for Suppliers.

Seller shall use only the information in Engineering Material Control Manual (EMCM) for metallic and non-metallic raw material and BM9000 Standard Parts for fasteners, mechanical and fluid systems and electrical used in the production of Bombardier Aerospace designed parts.

Q6.6 Flow-Down Clauses Applicable to Goods Supplied for a Lockheed Martin Aircraft:

Q6.6.1 Lockheed Martin Quality Terms: If working to Lockheed Martin customer drawings and/or specifications, Seller shall determine the Lockheed Martin quality requirements that are applicable to the Purchase Order utilizing the appropriate table in Appendix QX, Supplier Quality Requirements.

Seller shall use only the information in Engineering Materials & Approved Products (EMAP) as specified for the procurement, receipt, and storage of raw materials (metallic/non-metallic) and approved equipment used in the production of Lockheed Martin Aeronautics designed parts.

Q7 Business Terms

Q7.1 Buyer Inspection: Goods are subject to inspection and acceptance by Arnprior at destination, notwithstanding any payment or prior inspection at source. Arnprior shall notify Seller if any Goods delivered hereunder are rejected, and such Goods may be returned to Seller at Seller's risk and expense at Arnprior's sole discretion. Seller's account shall be debited the full price of the Good until such Good is replaced or repaired and returned to Arnprior. This remedy does not limit or restrict Arnprior's rights, remedies or damages otherwise available under this Purchase Order, at law or in equity. Arnprior may recover from Seller all reasonable costs, losses, damages, penalties, and expenses incurred by Arnprior as a result of or in connection with a rejection, repair or replacement. No inspections or tests by Arnprior nor Arnprior's delay or failure to inspect or test or to discover any defect or other nonconformity shall relieve Seller of responsibility for defects or other nonconformities or failures to meet the requirements of this Purchase Order.

Q7.2 Products and Services Returned after Rework/Repair: Goods returned to Seller under this Purchase Order for rework/repair will be accompanied by proof of Seller's inspection acceptance when resubmitted to Arnprior. Goods returned to Arnprior, after being returned to Seller under this Purchase Order for rework/repair, will be accompanied by proof of Seller's test data and inspection acceptance when no fault is found by Seller. Resubmitted parts will also be accompanied by a copy of or reference to the applicable Arnprior non-conformity reports.

Q7.3 Administration Costs Associated with Nonconformity Reports: Seller agrees that it is critical that Seller's Goods conform to the requirements of this Purchase Order and that nonconformity reports arising from Seller nonconformities result in loss and damage to Arnprior including but not limited to increased administration costs. Seller therefore agrees that Arnprior may charge and invoice Seller \$250 USD as administration costs for each non-conformity report raised by Arnprior for a non-conforming Good delivered to Arnprior. Seller shall reimburse Arnprior for any administration fee charged by Arnprior's customer to Arnprior arising from an escape to Arnprior's customer which was caused by a non-conforming Good received from Seller. Nothing in this section Q7.3 limits or restricts the rights, remedies or damages available to Arnprior under this Purchase Order, at law or in equity.

Q7.4 Supplier Performance: Seller is responsible for complying with the Arnprior requirements, performance targets and performance improvement targets.

Seller's performance with respect to On-Time Delivery (OTD) and Quality shall be measured as follows:

Note: Acceptable OTD is currently being measured as up to ten (10) calendar days early and zero (0) days late.

Arnprior may request a Corrective Action Report when Seller's rating is Red. If a Corrective Action Report has been requested by Arnprior, Seller must submit the completed Report within ten (10) business days after Arnprior's request. If Seller is unable to respond in the allotted time frame, Seller may request an extension. Seller's extension request must include a reason for the extension and the additional time needed to complete the report. It is within Arnprior's sole discretion to grant an extension. Seller shall have an effective program for investigations, corrective actions, assessment of risk and opportunities, verification that implemented corrective actions are effective.

On-Time Delivery Rating Legend

GOLD	EXCEPTIONAL	100%
SILVER	VERY GOOD	98% or greater but less than 100%
BRONZE	SATISFACTORY	96% or greater but less than 98%
RED	UNSATISFACTORY	Less than 96% - Identified as a risk

Quality Rating Legend

GOLD	EXCEPTIONAL	100% acceptance
SILVER	VERY GOOD	99.8% or greater acceptance but less than 100%
RED	UNSATISFACTORY	Less than 99.8% - Identified as a risk

AMENDMENT TABLE

Revision No.	Description of Amendment	Date
00	New	July 02, 2015
01	Update	April 19, 2018