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Standard Purchase Order Terms and Conditions

Standard Terms and Conditions of Purchase: See the "Terms and Conditions of Purchase" link on the Stellar Technology web page.

Standard Quality Requirements

The following Stellar Technology Standard Quality Clauses are invoked on all Stellar Technology purchase orders and are applicable to all suppliers. Contact the Stellar Technology Sourcing Representative or the Stellar Technology Supplier Quality Engineer for any exceptions or additional information regarding the following clauses.

- A. Quality System: The supplier shall have a documented quality system and agree to on-site assessments. Suppliers are required to have a quality system in place that conforms to AS9100, ISO 9001, or Nadcap AC7004. Manufacturers of material used in production manufacturing at Stellar Technology are required to maintain third-party certification of their quality system to one of these standards, or have a goal to achieve third-party certification, unless exempted by Stellar Technology in writing.
- B. Right of Access: Stellar Technology, Stellar Technology's customer, Stellar Technology's customer's representative, government agencies, and regulatory agencies shall have the right of entry into the supplier's facility or that of their subcontractors, suppliers, and/or business partners. Entry shall provide for access to quality system documentation, manufacturing processes, quality records as well as the ability to conduct audits, verify product and processes.
- C. Advanced Product Quality Planning (APQP): The supplier shall have resources available and be capable of participating in Advanced Product Quality Planning (APQP), if requested. The supplier shall support the APQP process which may include such efforts as Value Engineering/Value Analysis (VE/VA), Feasibility Reviews, Failure Mode and Effect Analysis (FMEA Process and/or Design), Design Review, Prototype Production, and Initial Sample Approval/Production Part Approval Process (PPAP). If a Stellar Technology purchase order is received for a new part or a part that has not produced/processed within the most recent two year period, contact the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative to schedule an APQP review prior to proceeding with the purchase order. For a sub-tier source change, contact the Stellar Technology Supplier Quality Engineer for the opportunity to participate in the APQP activity with the supplier and the sub-tier supplier.
- D. Material and Process Specifications: The supplier shall produce Stellar Technology product to the specific material and process specifications referenced on the Stellar Technology drawing or Stellar Technology purchase order.
 - For parts manufactured/processed to a prior drawing or specification revision: The supplier shall determine if the
 parts meet the current drawing/specification requirements. If the requirements are met, the supplier shall update
 the certifications per Standard Quality Clause W to the current revision and ship as conforming product. If the
 requirements are not met, the product must be submitted on a Supplier Request (refer to Standard Clause P) or
 reworked into compliance. A Supplier Request is not required if the raw material was produced to a prior
 specification revision within the last 18 months.
 - For parts manufactured/processed to a later material or specification revision: Parts that are
 manufactured/processed using material and/or process specifications to a later revision than that specified on
 the Stellar Technology drawing or purchase order is permissible.
- E. Conflicting Technical Requirements: In the event of conflicting technical requirements, the order of precedence is the Stellar Technology purchase order, the Stellar Technology engineering drawing, then the specification requirements. If necessary, contact the Stellar Technology Supplier Quality Engineer and/or the Stellar Technology Sourcing Representative for assistance. All conflicting technical requirements should be submitted on a Supplier Request (refer to Standard Clause P) for formal disposition and permanent resolution.
- F. Supply Chain Management: The supplier shall identify and manage their entire supply chain, which includes ongoing monitoring of sub-contractor quality and delivery performance. It is the supplier's responsibility to ensure that Stellar Technology requirements are met by all subcontractors used in the entire manufacturing process. Stellar Technology will monitor the supplier's quality and delivery performance. Other performance metrics may be monitored as needed per review with the supplier.

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G. Foreign Object Damage (FOD) Prevention: The supplier shall maintain a documented Foreign Object Damage (FOD) program in accordance with the guidance provided in National Aerospace Standard NAS412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention, and ensure that Foreign Objects (FO) and subsequent Foreign Object Damage (FOD) is eliminated from all parts or items prior to shipment.

General FOD Requirements:

- The supplier shall maintain a FOD free environment during machining, manufacturing, assembly, maintenance, inspection, storage, packaging, and shipping.
- Potential FOD includes (but is not limited to) burrs, chips, dirt, corrosion, and contamination resulting from the
 manufacturing, assembly, maintenance, processing, cleaning, storage and subsequent packaging of parts.
- Verification that all passageways cast and/or machined are clear of chips, core material, dirt, breakout of cast walls, etc.
- Verification that inaccessible or obscured areas and compartments are FOD free prior to closing or sealing those
 areas during assembly.
- Specific attention should be given, where applicable, to items such as:
 - Housekeeping and cleanliness
 - Food and beverage control
 - Tool and small part accountability
 - Loose objects
 - Material handling and parts protection
 - o External cleaning following evidence of external contamination

<u>Training:</u> The supplier shall ensure that the responsibility for the FOD prevention program is clearly defined and appropriate personnel have received FOD awareness training. Training shall include (but is not limited to) the following topics:

- · Causes and effects of FOD
- Protection of product
- General housekeeping program and formal 5-S practices
- Clean as you go principles
- Tool control/accountability
- Unrestricted hardware control/accountability
- Consumable control / accountability

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H. First Article Inspection Report Approval: For product manufactured to Stellar Technology engineering drawing requirements, the supplier shall complete a First Article Inspection (FAI) Report in accordance with the requirements of AS9102. This requirement is not applicable to metallic raw materials, non-metallic raw materials, sub-tier special processors, and industry standard hardware. The FAI shall be completed using AS9102 Forms 1 through 3, or an equivalent form. If Special Quality Clause 195 is invoked on the Stellar Technology purchase order, then only the AS9102 Forms may be used.

Requirements for FAI Submittal: The supplier shall complete and submit a new or updated (delta) FAI for the following conditions:

- This is a first time manufacture
- The use of the specified alternate material (provided there is not a previously approved FAI on file for the alternate material)
- There is a change in tooling (new, replacement, or major modification) at the supplier's facility or at the supplier's sub-tier facility
- A change in the manufacturing process, at the supplier's facility or at the supplier's sub-tier facility, which may
 affect form, fit, function, or interchangeability of the product
- A change in the plant of manufacture
- A revision to the Stellar Technology engineering drawing (per Stellar Technology purchase order)
- A change in the supplier's sub-tier special process provider
- A change in the source of manufacture (applies to Distributors/brokerage houses)
- The part has not been manufactured in two years. Note: if there has been a lapse in delivery and not a lapse in
 production, a copy of the last full FAI report and all subsequent delta FAI reports may be submitted to the Stellar
 Technology Quality Engineering or the Stellar Technology Sourcing Representative without re-performing the
 FAI, provided all conditions for not requiring a new FAI are met

Additional Submission Requirements:

- Suppliers shall submit the initial or updated (delta) FAI regardless if Special Quality Clause 069 is invoked on the Stellar Technology purchase order.
- Certifications are required to be submitted for initial FAI submission, changes to the plant of manufacture, and a
 lapse of production of two years or more. For all other changes, certifications are only required to be submitted
 if the feature for which the updated (delta) FAI being completed is affected by a certification (i.e. special process
 or material change) or if the affected change requires certification through any other applicable quality clauses.
- · For any process accepted by certification, the process certifications shall be submitted with the FAI package.
- Inspection methods identified on the FAI are the methods to be used by the supplier and Stellar Technology for sample and final inspection. Changes to the inspection methods shall be approved by the re-evaluation and resigning of the FAI by both the supplier and Stellar Technology Quality or as agreed upon during the APQP process with the Stellar Technology Supplier Quality Engineer.
- For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on <u>each</u> page of the FAI forms
- I. Managing Change: The supplier shall notify the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative of any intended significant changes to their process, methods, material, or product and obtain Stellar Technology Quality approval prior to implementation. The supplier shall also make this a condition of their entire supply chain. Samples and documentation may be required as part of the approval process. Suppliers shall notify the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative in writing of any significant facility or organizational changes in company name, company location, or senior quality/manufacturing management personnel.
- J. Material Obsolescence: The supplier shall notify Stellar Technology six months prior to obsolescence of any material purchased by Stellar Technology within the last three years.
- K. Stellar Technology Approved Coolants: When specified on the Stellar Technology engineering drawing, suppliers shall only use material (i.e. coolants, cutting fluids, mold release agents, surface protectants, etc.) in the fabrication and/or surface protection of product that has been qualified and approved by Stellar Technology.
- L. Non-conventional machining such as Electric Discharge Machining (EDM), Laser Cutting, Plasma Cutting and Laser Marking or any process that uses heat generating methods for material removal: The supplier shall produce a part using these heat generating methods only if specifically stated on the Stellar Technology drawing or Stellar Technology Purchase Order.

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- **M. Mercury Contamination:** The supplier shall not furnish any material that contains mercury or mercury compounds for the proper function of the material, or that is contaminated by mercury or mercury compounds.
- N. Traceability and Serialization: The supplier shall provide unique identification of product batch number, lot number, or serial number (if required by Stellar Technology). The batch number, lot number, and serial number (if applicable) shall be traceable to all raw material, manufacturing, and inspection records.
 - If raw material is supplied by Stellar Technology, the supplier shall assure that parts supplied are traceable to the raw material heat code or the Stellar Technology assigned traceability number by the lot number or serial number.
 - If items supplied by Stellar Technology are serialized, the supplier shall assure traceability is maintained during the manufacturing process.
 - If parts are serialized, the supplier shall provide a list of the serial numbers with each shipment (either on the packing slip or on an attached separate sheet).
- O. Inspection: The supplier shall utilize an Inspection Checklist which contains all Stellar Technology engineering drawing attributes (dimensions, material, notes, and title block requirements), any special Stellar Technology purchase order requirements, the quantity of parts in the manufacturing lot, and a list of serial numbers of the parts in manufacturing lot (if applicable). The following shall be listed for each item on the Inspection Checklist:
 - quantity of parts inspected
 - inspection level (i.e., 100% or specific sampling plan)
 - method of inspection
 - quantity accepted
 - quantity rejected
 - operator inspection stamp

<u>Sampling:</u> The supplier shall inspect product to the degree necessary to ensure compliance to all Stellar Technology requirements, which may result in a higher sampling level than required by the minimum industry specified sampling plans (i.e. ANSI/ASQ Z1.4) or Stellar Technology customer requirements. Suppliers shall comply with 100% inspection if specified by the Stellar Technology engineering drawing, another specification referenced on the drawing, additional quality clauses, or the Stellar Technology purchase order. Sampling plans shall utilize a 1.0 AQL with zero defectives permitted in the sample. The inspection methods used shall be the methods established and approved during APQP and used during the First Article Inspection (FAI).

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P. Supplier Request (SR): The supplier shall submit a Supplier Request (SR) for any nonconformance, for any material that does not meet all the requirements of the Stellar Technology purchase order, drawing, or specification, or for any of the conditions listed below. The supplier shall submit all Supplier Requests to the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative. A copy of the Supplier Request shall accompany each shipment for which it applies. Multiple purchase orders may be referenced on the same Supplier Request. The supplier shall obtain Stellar Technology Supplier Quality Engineer concurrence prior to submitting a Supplier Request for nonconforming material (i.e. a Type I or Type II nonconformance).

Supplier Requests shall be submitted using the categories listed below. Note: the categories listed below are not all inclusive and only describe the most common submittals:

- Nonconformance (Type I Major or Type II Minor): A nonconformance to the specified requirement where
 the supplier or supplier's sub-tier supplier is the cause of the nonconformance. A Supplier Corrective Action
 Request (SCAR) shall be completed per Standard Quality Clause S as directed by the Stellar Technology
 Supplier Quality Engineer.
- Change Request: Requests for engineering changes (i.e., drawings, specifications).
- Interpretation Request: Requests for technical clarification of Stellar Technology drawings, Stellar Technology customer drawings, or other specified requirements.
- Gage request: Request to borrow Stellar Technology measurement and test equipment.
- Frozen Planning approval: Submission of frozen planning and/or rework planning.
- Obso Inv caused by Dwg/Spec chg at Stellar Technology: Request for disposition of supplier inventory manufactured to a prior revision (refer to Standard Quality Clause D for further information).
- Other Stellar needed apprv/Stellar info req: Request for the supplier to submit information due to a Stellar Technology request or requirement. Approval to use a material or process specification to a later revision, except where permissible per Standard Quality Clause D.
- Material substit/alt. source request: Request to allow substitution of a material or supply source other than that specified on the drawing, specification, or Stellar Technology purchase order, as well as the use of an alternate material listed on the drawing for which the supplier has not yet previously used in the manufacture of that specific part number.
- Melt certs not available: Request to ship product where the material melt certifications are not available for
 the raw material (particularly standard hardware). In all cases, the supplier shall submit an Supplier Request to
 obtain Stellar Technology Engineering approval prior to shipment.
- **Expired shelf life:** Request to allow use of product that is beyond the shelf life requirements. In all cases, the supplier shall submit an Supplier Request to obtain Stellar Technology Engineering approval prior to shipment.
- NDT Technique Sheet approval: Submittal for approval of process specific techniques, plans, or procedures.
- Stellar Technology furnished material problem: Submittal of nonconforming Stellar Technology furnished material that cannot be properly processed by the supplier.
- EDM/Laser/Plasma Methods Approval: Approval for the use of any non-conventional machining method as detailed per Standard Quality Clause L.
- Stellar Technology initiated chg on current order: A request for clarification or direction on existing inventory or work-in-process (WIP) that does not meet the below requirements.
 - A Supplier Request is not required if parts were manufactured to a prior drawing or specification revision, yet still meet all the requirements of the revised drawing or specification. The supplier shall update the certifications to indicate such and ship as conforming product (for example, "Parts manufactured to Rev A and meet all requirements of Rev B").
 - A Supplier Request is not required if a Stellar Technology Change Notification indicates that the supplier's inventory of completed product and/or work-in-process (WIP) is dispositioned "USE AS IS" to the previous revision. The supplier may ship as conforming product and shall update the certifications and/or shipping paperwork with the following (as an example): "Parts manufactured to Rev A and are being shipped per a "USE AS IS" disposition on Change Notification 123456".
 - A Supplier Request may be required to determine if parts in process need reworked due to a Stellar Technology initiated drawing change that does not have a "USE AS IS" disposition..
 - Contact your Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative for instructions regarding any Stellar Technology Change Notifications that state to scrap or rework product in inventory or in-process.

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Q. Stellar Supplied Measurement and Test Equipment: The supplier shall return any Stellar Technology supplied measurement or test equipment at least one week prior to the calibration due date. Return all equipment to the attention of the "Calibration Technician" at the respective Stellar Technology facility. Suppliers are not authorized to perform any calibration on any Stellar Technology -owned equipment unless specifically approved via a Supplier Request (refer to Standard Quality Clause P). If submitting a supplier request to perform calibration outside of Stellar Technology, the request shall identify the calibration facility and certification (with results of the calibration) shall be provided to Stellar Technology Quality.

Standard gages, such as thread gages, plug gages, dial bores, thread indicating gages (i.e.: tri-rolls), should be purchased and maintained by the supplier. The supplier shall review and address these needs before accepting a Stellar Technology Purchase Order.

R. Non-Conforming Product: The supplier shall only ship product that conforms to all requirements, or obtain a written deviation via a Supplier Request (refer to Standard Quality Clause P) prior to shipment of any non-conforming product. If a Supplier Request is approved, the supplier shall reference the Supplier Request number on the shipping documents and any other inspection/certification paperwork being sent with shipment. A copy of the approved Supplier Request shall be included with each shipment for which the Supplier Request is applicable. Final material acceptance will depend on the actual verification of the non-conformance and product approval at Stellar Technology. All product dispositions and related disposition requirements shall be retained in accordance with the Records clause (refer to Standard Quality Clause X).

Non-Conforming Material Escapes: If non-conforming material has been supplied to Stellar Technology without the proper Supplier Request approval or *the possibility* that non-conforming material may have may have been supplied to Stellar Technology without the proper Supplier Request approval, the supplier shall immediately:

- Submit a Supplier Request (refer to Standard Quality Clause P) identifying the material and detailing the escape.
- Begin a corrective action plan with immediate containment actions (refer to Standard Quality Clause S).
- Contact the Stellar Technology Supplier Quality Engineer and Stellar Technology Sourcing Representative to disclose the escape.
- S. Corrective Action: For a non-conformance related to the supplier's product, a written corrective action report is required from the supplier. The Supplier Corrective Action Report (SCAR) shall address the problem definition, define containment action, determine root cause(s) of the non-conformance, identify corrective action plan(s) or contingency actions, determine implementation timing, and implement system, practice, or procedure changes to prevent recurrence. The completed SCAR is due 20 calendar days from the notification or as specified by Stellar Technology Supplier Quality Engineer. Within 24 hours of being notified by Stellar Technology, the supplier shall:
 - Take containment action at their facilities and all sub-tier facilities
 - Notify the Stellar Technology Supplier Quality Engineer of:
 - Any other lots of the same Stellar Technology part number shipped to Stellar Technology or in transit to Stellar Technology since the non-conforming lot was manufactured
 - o Any other part numbers that may have been affected and their shipment dates and lot quantities.
 - Perform 100% inspection on all pieces prior to shipping to Stellar Technology until the corrective action is implemented. After the corrective action is implemented, the supplier shall perform 100% inspection on all lots until three acceptable consecutive lots are shipped. Sequential sampling or SPC may be used in lieu of 100% inspection. Sequential sampling includes the sampling of every X number of pieces during sequential manufacture, provided all pieces are contained between the samples. If a nonconformance is detected, subsequent 100% inspection shall occur between the last accepted piece and the nonconforming pieces detected.

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T. Protection Requirements for In-Process, Shipment, and Packaging: The supplier shall comply with all requirements for shipping, packaging, and labeling. In the absence of specific requirements, suitable protection from contamination, and handling damage shall be provided during manufacturing, in-transit to and from the supplier's sub-tier processor(s), and during shipment to Stellar Technology. Metallic parts shall be protected against damage, and non-metallic parts against deterioration, damage, and contamination by other materials.

General Corrosion Control Requirements Throughout Processing:

- For machined metallic parts (especially aluminum alloys), avoid prolonged exposure to water-soluble cutting fluids and drying of the water-soluble cutting fluids on any on surface at any stage of the manufacturing process.
 This is a known cause of corrosion and shall always be avoided.
- b) Parts requiring cleaning to remove residue or contamination are to be alkaline cleaned or cleaned with a nonchlorinated solvent. Examples of non-chlorinated solvents are MEK and isopropyl alcohol.
- Corrosion protection is not required for metallic parts for Packaging and Shipment.

Protection of Product for Shipping:

Where not specified, containers used during manufacturing, in-transit to and from the supplier's sub-tier processor(s), and for shipment to Stellar Technology shall be selected using the following guidelines:

- a) Parts that are plated and subsequently chromate treated are more susceptible to chromate non-conformances. Drying time of the chromate beyond the minimum specified requirements may be required prior to handling and packaging. Special attention to the types of drying surfaces and packaging material is required at the processing facilities and throughout the chain of custody from processing to delivery to Stellar Technology.
- b) The container and packaging material selected shall not permit part to part contact.
- c) Containers used during manufacturing shall have covering adequate to prevent contamination.
- d) Stacking of parts/assemblies within a container is only permissible for flat parts/assemblies and with adequate separation between parts/assemblies.
- e) All packages shall be inspected for the absence of foreign objects (FOD) prior to sealing the package.
- f) Padding of internal areas of the containers shall be made with suitable materials and shall not cause corrosion.
- g) Containers shall be sufficiently robust to withstand the shock loads of transportation with appropriate restraint for the parts. Shipments using an ocean liner or courier services will need additional shock load protection to prevent transit damage.
- h) Corrosion protection, VCI, oil, etc, shall not be used for metallic parts
- U. ESD Sensitive Items: The supplier shall use electrostatic discharge (ESD) protective containers or bags when packaging materials that are sensitive to damage from ESD. Identify each container or bag with an ESD warning label and label the external shipping package "Contains Static Susceptible Item" or equivalent.
- V. Age Control: The supplier shall assure that any items provided which have shelf life limitations, have at least 5/6 of the shelf life remaining at time of shipment.

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- W. Certification: A certification package accurately reflecting the manufacturing and inspection processes of the supplier and their sub-tier suppliers shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. The certification package shall consist of documentation/certification (i.e. raw material, special processes, test reports, inspection results, etc.) related to the manufacture of the product. Certifications shall be in English, or translated to English. Translations shall include the name, title, and signature of the authorized representative of the company making the translation. The certification package shall include the following information (as applicable):
 - Name/address of facility that manufactured the material, or performed the process or test
 - Stellar Purchase Order Number
 - Stellar Part Number and Revision. Stellar part number revision is the revision listed on the Stellar Sheet 1 drawing.
 - Stellar Customer Part Number, revision, and contract number (only when it appears on the Stellar purchase order or Stellar Drawing)
 - Process performed or material provided, including type, class, or grade, as applicable
 - · Specification number including revision level, along with any applicable amendments and deviations
 - Quantity accepted/rejected (for Certified Test Reports)
 - · Quantity shipped
 - Date shipped
 - Name and/or title of authorized representative from the company that manufactured the material, or performed the process or test. For suppliers who utilize electronic signatures, the Quality Manager title is sufficient.
 - Unique traceability number (certification number, heat code number, batch number, melt number, etc.)
 - · Part serial numbers, if applicable.
 - Statement certifying that articles covered by the certification are in compliance with the applicable purchase order, drawing and specification requirements.
 - If parts were manufactured to a prior drawing or specification revision, yet still meet all the requirements of the
 revised drawing or specification, the certification package shall be updated/revised accordingly. Refer to
 Standard Quality P for additional details.
 - If parts were manufactured to a prior drawing revision and the Stellar Product Change Notice (PCN) states "USE AS IS" for the previous revision, the certification package shall be noted accordingly. Refer to Standard Quality P for additional details.

Note: For Special Quality Clauses 090 and 140, follow the instructions listed in those clauses for certification requirements.

X. Records: Suppliers shall maintain production and quality-related records for a minimum of ten years from the date of shipment, unless a longer period is specified by a Special Quality Clause invoked on the Stellar purchase order. Stellar Technology shall have access to the applicable production and quality related records upon request. Suppliers that are going out of business or no longer intend to manufacture the product shall contact Stellar Technology to obtain instructions with respect to records.

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Y. Rework and Repair:

- Rework and Repair are distinctly different processes and are defined per the following:
 - Rework is a process where a non-conformance to the drawing, specification, or contract requirement can be made to conform using processes equivalent to those originally used in the manufacturing of the product. Suppliers are not required to obtain approval to rework product unless Special Quality Clause 021 is invoked on the Stellar purchase order, which requires rework approval. any violations of the Frozen Planning process always requires approval for rework.
 - Repair is a process that reduces but does not completely eliminate a non-conformance or when a process is used that is NOT equivalent to those originally used in the manufacturing of the product. Suppliers shall obtain Stellar Engineering approval via a Supplier Request (refer to Standard Quality Clause P) prior to performing repair work and shipping repaired product, due to the still nonconforming condition and/or the repair method used.
- Reworked/repaired parts shall be re-inspected using the same methods and equipment that originally identified
 the non-conformance, as well as re-inspection of any other features that may have been affected by the rework.
- For electronic items that require acceptance testing as part of their original quality requirements, the same acceptance testing will be required after rework/repair of the product.
- When returning reworked/repaired parts to Stellar Technology, the shipping or certification paperwork shall identify that rework or repair was performed and shall make reference to either the approved Supplier Request or the discrepancy report (notification) that authorized the rework/repair (as applicable). If outside processes were required to be re-processed, the process certifications shall also reflect the rework/repair status of the parts and be included in the shipping or certification paperwork, regardless if Special Quality Clause 069 is invoked on the Stellar purchase order.
- In some instances, Stellar may decide to rework or repair supplied product, in which case Stellar will contact the supplier to discuss the costs of the rework and potential chargeback to the supplier.
- For threaded holes, suppliers are not permitted to modify the major or minor diameter of a threaded hole when there is a location requirement (i.e. true position, concentricity, etc) to or from the major or minor diameter of that thread without modifying the entire thread form. Any variation to the requirement will require written approval via a Supplier Request.

Z. Moisture Sensitive Components:

All moisture sensitive components, as classified by IPC/JEDEC J-STD-020 or other documented procedure, shall be handled in a manner consistent with IPC/JEDEC J-STD-033.

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AA. Counterfeit Part Prevention – All Product (Both Electronics and Non-Electronic Products/Components):

Suppliers that are purchasing parts and materials for inclusion into product or assemblies being delivered to Stellar Technology shall establish and maintain a system to prevent the purchase of counterfeit, suspect counterfeit, and substandard parts and their inclusion in product delivered to Stellar Technology. The system shall ensure item traceability to the OCM/OEM records and these records shall be supplied to Stellar Technology upon request. When procurement is going to be made from an Independent Distributor/Broker, Stellar Technology approval is required. Suppliers shall obtain a written deviation via Supplier Request (refer to Standard Quality Clause P) prior to shipment. Suppliers shall have traceability for non-electrical standard parts (fasteners, nuts, washers, o'rings, etc.), electronic component parts, raw materials, and any other components/materials used in the manufacture of parts being delivered to Stellar Technology, to the Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), Authorized Aftermarket Manufacturer (AAM), or authorized distributor. Certification of product being purchased shall include name and location of all supply chain intermediaries from the original manufacturer to final source providing product. Reference additional traceability and certification requirements as specified in Standard Quality Clauses N and W (respectively) and any Special Quality Clauses that are invoked on the Stellar purchase order.

If suspect/counterfeit parts are furnished under a Stellar purchase order or are found in any goods, the goods delivered thereunder and the items furnished will be quarantined by Stellar Technology. The seller shall promptly replace such suspect/counterfeit parts with parts that are acceptable to Stellar Technology. The seller shall be liable for all costs relating to the removal and replacement of said parts. Stellar Technology reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Original Component Manufacture (OCM) / Original Equipment Manufacture (OEM): The supply chain entity who designs and controls the manufacture of an item. The OCM/OEM warrants performance of the item to its published specifications

<u>Franchised/Authorized Distributor:</u> A seller that has a contractual relationship with the OCM/OEM to buy, stock, repackage, and sell its product lines. A Franchised/Authorized Distributor offers the OCM/OEM's full flow through warranty including failure analysis and corrective action support.

<u>Independent Distributor/Broker</u>: Any seller that does not have a contractual relationship with the OCM/OEM to stock and sell its products.

Conflict Minerals: Supplier agrees to make good faith, reasonable inquiries to ascertain whether any products provided to Stellar Technology (the "Product(s)") contain conflict minerals from covered countries, as those terms are defined by and consistent with the Securities and Exchange Commission's final rule on Conflict Minerals, 17 CFR Parts 240 and 249(b), promulgated pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Rule"). Should the supplier identify a regulated conflict mineral in any product(s), the supplier will communicate this finding to Stellar Technology and will make all reasonable attempts to find an alternate source identified to be in compliance with the rule requirements. Supplier agrees to certify and warrant that all product(s) are Democratic Republic of the Congo ("DRC") Conflict Free, as defined by and consistent with the rule. Supplier further agrees that they will continue to make good faith inquiries to determine whether any product(s) contain conflict minerals should their source of supply change or if the product(s) include recycled or scrap sources, as defined in the rule. Supplier shall require its own subcontractors and suppliers (at any tier in the supply chain for product(s)) to flow down this requirement. Supplier shall maintain records of their inquiry process and will provide these to Stellar Technology upon request. Supplier understands that Stellar Technology may utilize and disclose conflict minerals information provided by the supplier in order to satisfy supply chain inquiries received by Stellar Technology. Should Stellar Technology determine that any certification made by the supplier is inaccurate, incomplete or purposely misrepresented, Stellar Technology may terminate any affected Stellar purchase order(s) or agreement as default by supplier.

Note: The term "conflict mineral" is defined in Section 1502(e)(4) of the Act as (A) columbite-tantalite, also known as coltan (the metal ore from which tantalum is extracted); cassiterite (the metal ore from which tin is extracted); wolframite (the metal ore from which tungsten is extracted); or their derivatives; or (B) any other mineral or its derivatives determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country.

AC. Employee Awareness: Suppliers shall ensure that their employees manufacturing product for Stellar Technology are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

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- **AD.** Affirmative Action/Equal Opportunity: To ensure compliance with federal regulations regarding equal employment opportunity, the following provisions are included in this agreement:
 - 1. Non-Discrimination and Affirmative Action: Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Supplier will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - 2. **Equal Opportunity Advertising:** Supplier will, in all solicitations or advertisements for employees placed by or on behalf of the supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3. Compensation Transparency: Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - 4. **Notification to Labor Unions:** Supplier will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the supplier's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - 5. **Compliance with Executive Order No. 11246:** Supplier will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - 6. **Furnishing Information and Reports:** Supplier will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by Stellar Technology and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - 7. **Consequences of Non-Compliance:** In the event of the Supplier's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - 8. **Inclusion in Subcontracts:** Supplier will include the provisions of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the supplier becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the supplier may request the United States to enter into such litigation to protect the interests of the United States.

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Special Quality Clauses

T	
	ollowing Stellar Special Quality Clauses may be invoked by part number on the Stellar purchase order. Contact
	tellar Sourcing Representative or the Stellar Supplier Quality Engineer for any exceptions or additional
001	mation regarding these clauses.
001	PO Supplement Applies (Form 460): This clause is invoked on every Stellar purchase order for the sole purpose of invoking the requirements of this decument. Purphase Order Symplement Form 460. All Stellar Technology Stendard
	invoking the requirements of this document, <i>Purchase Order Supplement, Form 460</i> . All Stellar Technology Standard Purchase Order Terms and Conditions and Standard Quality Requirements apply. Special Quality Clauses enlisted
	below only apply if invoked on individual Stellar purchase order.
002	
002	Form 460- see www.stellartech.com: This clause is invoked on every Stellar purchase order for the sole
	purpose of communicating the website address to obtain the current released version of this document, <i>Purchase Order</i>
	Supplement, Form 460.
010	DELETED
011	DELETED
012	DELETED
013	DELETED
014	DELETED
015	DELETED
016	DELETED
021	Approval Req'd – Rework Method: Rework planning for any reworkable non-conformances occurring on product
	against this Stellar purchase order shall be submitted to Stellar Engineering for review and approval prior to starting the
	rework. The rework planning is to be electronically submitted via a Supplier Request (refer to Standard Quality Clause
	P). Suppliers shall not make any changes to the rework planning after Stellar Engineering approval has been granted
	without the prior written approval of Stellar Engineering.
022	Stellar Furnished Material: Stellar Technology or a Stellar sub-tier supplier will provide the material (i.e.: articles/parts,
	castings, forgings, or raw stock) to satisfy the material requirements for this Stellar purchase order. Upon receipt of the
	material and prior to use, the supplier shall inspect the material to ensure the material is free from non-conformances (i.e.
	shipping, handling, existing conditions, etc). All non-conformances shall be reported to Stellar Technology via a Supplier Request (refer to Standard Quality Clause P). Any documentation provided to the supplier shall be included with the
	return shipment to Stellar Technology.
029	DELETED
030	Stellar Source Inspection: Parts are to be inspected by a Stellar Source Inspector prior to shipment of parts to Stellar
000	Technology. Contact the Stellar Sourcing Representative a minimum of five days prior to the time the items will be ready
	for inspection.
031	Stellar Witness of Test: The functional testing of the parts shall be witnessed by a Stellar Representative. Contact the
	Stellar Sourcing Representative a minimum of five days prior to the time the items will be ready for testing.
032	Customer Source Inspection: Parts are to be inspected by a Stellar customer Source Inspector prior to shipment of
	parts to Stellar Technology. Contact the Stellar Sourcing Representative a minimum of five days prior to the time the
	items will be ready for inspection. Evidence of the Stellar customer source inspection approval shall accompany the
	shipment to Stellar Technology.
040	Government Source Inspection (GSI): Parts are to be inspected by a Government Source Inspector prior to shipment
	of parts to Stellar Technology. Upon receipt of this Stellar purchase order, the supplier shall promptly furnish a copy of
	this purchase order to the Government Representative that normally services their facility and arrange for the source
	inspection. The supplier shall not begin work on the parts until the Government Inspector has communicated the
	inspection requirements that need to be witnessed. The supplier shall immediately contact the Stellar Sourcing
	Representative if a Government Representative cannot be identified. Evidence of Government Source Inspection (GSI),
	via an acceptance stamp or signature on shipping documentation, shall accompany each shipment.
041	Government Process Review: The part on this Stellar purchase order is fulfilling a government contract and may be
	subject to additional process review by the local Government Quality Assurance Representative (QAR). The supplier
	<u>may</u> be contacted by the Government QAR to review or witness a specific process; however, this is not intended to
	interfere with the regular/normal manufacturing process. This requirement is not intended as a manufacturing/inspection
	hold point and the QAR does <u>NOT</u> have to stamp or signoff the any paperwork as indicated in Special Quality Clause 40.
043	DELETED

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044	Drop Shipment (to supplier): The supplier shall forward the material/parts to a Stellar specified sub-tier supplier upon completion of their manufacturing process. The Stellar Sourcing Representative will provide the name and address of the specified supplier, a shipping label, a Stellar purchase order for the specified supplier, supplier contact information, and instructions for shipment. The shipment to the Stellar specified sub-tier supplier must include the Stellar purchase order for the specified supplier. Upon completion of the supplier's process, a copy of the invoice, packing slip, and
	required certifications shall be electronically sent to the Stellar Sourcing Representative.
045	DELETED
046	DELETED
047	DELETED
050	Submit Supplier Inspection Checklist: The supplier shall submit a completed inspection checklist with each shipment
	to Stellar Technology. The supplier inspection checklist shall be in accordance with the requirements of Standard Quality Clause O - Inspection. If required by the Stellar engineering drawing or Stellar purchase order, the actual inspection
054	results shall be reported on the supplier inspection checklist.
051	DELETED 100% Inspection Required: The supplier shall perform 100% inspection of all parts and of all drawing characteristics
052	and drawing notes.
054	DELETED
055	Inspection Data (Provided): The supplier shall submit a full dimensional/characteristic inspection report for each shipment (in addition to Special Quality Clause 069, if invoked). Items shall be sampled per ANSI Z1.4, general level 1 or inspection level specified in the purchase order notes. Inspection results shall be tabulated and are preferred to be submitted electronically (i.e., Excel, Word table, etc.). The following items shall be 100% inspected and the actual measured values (for variable dimensions/features) recorded (by serial number where applicable): • All Critical Characteristics (dimensions and features that are specifically identified as " <c>" on the Stellar engineering drawing) • All Key Characteristics (dimensions and features that are specifically identified as "KEY" on the Stellar engineering drawing) • Dimensions and features that are specifically identified on the Stellar engineering drawing as requiring 100% inspection Inspection Data (Retained): The supplier shall retain the following information per the record retention requirements specified for the part number. The following items shall be 100% inspected and the actual measured values (for variable dimensions/features) recorded (by serial number where applicable):</c>
	 All Critical Characteristics (dimensions and features that are specifically identified as "<c>" on the Stellar engineering drawing)</c> All Key Characteristics (dimensions and features that are specifically identified as "KEY" on the Stellar engineering drawing) Dimensions and features that are specifically identified on the Stellar engineering drawing as requiring 100% inspection
057	DELETED
058	DELETED
059	DELETED
061	DELETED
062 063	DELETED DELETED
069	Certifications - Maintain at Supplier: When certification clauses are invoked on the Stellar purchase order, certifications are to be submitted with the First Article Inspection (FAI) report only. After FAI approval and unless otherwise specified, the supplier shall maintain all applicable certifications for subsequent shipments at their facility for the specified record retention period. Certifications shall be maintained to allow retrieval and submittal to Stellar
	Technology within the requested time frame.

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- **O70 Certification Req'd NDT:** The Non-Destructive Testing (NDT) certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069.
 - If radiography is required, the radiographs shall be furnished with each shipment unless supplier personnel are certified by Stellar Technology as Radiographic Interpreters.
 - Where 200% magnetic particle inspection or penetrant inspection is required by the Stellar engineering drawing, two different inspectors are to perform the process and evaluation. The two-person inspection shall be clearly indicated on the submitted certification. Unless otherwise specified by the Stellar engineering drawing, for 200% NDT inspection an acceptance symbol <u>for each</u> 100% inspection shall be marked on the part by the marking method and in the location specified by the Stellar engineering drawing.
 - For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- Approval Req'd NDT Technique: The supplier shall submit a part-specific Non-Destructive Testing (NDT) technique sheet to Stellar Technology for approval, prior to processing/testing. The NDT technique sheet shall be electronically submitted via a Supplier Request (refer to Standard Clause P). The supplier shall not make any changes to the NDT technique after Stellar Technology approval has been granted without the prior written approval of Stellar Quality. Evidence of personnel qualification shall be available upon request when such qualification is a requirement.

080 DELETED

- O90 Certification Req'd Certificate of Conformance (C of C): The Certificate of Conformance (C of C) shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification. Submit the Certificate of Conformance (C of C) per the following:
 - a) For Metallic and Plastic Materials: A Certificate of Conformance (C of C) is required for the part number specified on the Stellar purchase order.
 - b) For Chemicals and Materials Other Than Metallic and Plastic: A Certificate of Conformance (C of C) is required to the Stellar purchase order. Any combination of C of C or shipping document shall include the following:
 - Stellar Purchase Order (PO) number
 - Name/address of facility that manufactured the material or performed the process or test
 - Quantity shipped
 - Date shipped
 - Name and/or title of authorized representative from the company that manufactured the material or performed the process or test. Electronic signatures are acceptable
 - Unique traceability number (batch number)
 - Statement certifying that articles covered by the certification are in compliance
 - Any special storage conditions other than room temperature
 - Shelf life requirements in one of the following forms:
 - Expiration date
 - o Recommended use by date
 - o The manufacturing/production date with manufacturer's recommended shelf life.
- Certification Req'd Plating: The plating certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- Certification Req'd Heat Treat: The heat treat certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. The certificate shall include all required mechanical properties. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.

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Owner: Operations Manager

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- Certified Test Report Hardness Testing: The hardness test certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. The hardness test shall <u>only</u> be performed and reported using the hardness scale specified on the Stellar engineering drawing. The test report shall include the hardness test specification, high and low hardness values, and sample size. If the part hardness is designated as a Significant "<V>" or Critical "<C>" characteristic by the Stellar engineering drawing, documentation of the actual hardness reading for each part is required on the test report. If no hardness test specification is listed on the Stellar engineering drawing, the hardness testing is to be performed per ASTM E10, ASTM E18 or ASTM E92 as applicable. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- 105 Certification Req'd Chemical Process: The chemical process certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- 106 DELETED
- 107 DELETED
- 108 DELETED
- Certification Req'd Welding: The welding certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- Certification Req'd Other: A process certification shall be submitted with each shipment unless Special Quality
 Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069.
 The requested certification/process should be identified on the Stellar purchase order. If the specific certification/process is not identified on the Stellar purchase order or it cannot be determined which additional certification is required, contact the Stellar Supplier Quality Engineer. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.
- 112 DELETED
- 113 DELETED
- 120 Certified Test Report Chem/Mech Prop: The certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. Include actual results of all chemical analyses, mechanical property tests, and mechanical testing, as required by the applicable specification for each heat or lot of material.
 - Limit certifications for chemical properties are acceptable for aluminum only.
 - Certification(s) shall state the starting size of the material when the raw material size is specified on the Stellar engineering drawing.
 - Test reports from the original producer of the material shall be submitted, unless re-melting or re-rolling occurred, in which case test reports from the producer of the re-melted or re-rolled material shall be submitted. If the material receives subsequent processing (i.e. heat treat, etc.), test reports for the material in its final condition shall also be submitted. A chain of custody (traceability) of material, including original certification from the last re-melt or re-roll supplier, to each time the material was sold, up to delivery to Stellar Technology shall be maintained and copies of the certifications shall be provided with the shipment to Stellar Technology.
 - For raw material (i.e. forgings and castings) supplied by Stellar Technology, the supplier need only provide a copy of the Stellar shipping document for the material provided, including reference to any heat code or serial numbers. Copies of the Stellar certifications and receiver are <u>not</u> required to be supplied with the shipment.
 - If more than one lot of raw material is packaged together, raw material suppliers are required to physically segregate and identify raw material lots and to specify quantities of each lot of raw material on the certified test reports.
- Yield Strength: The certification for the material yield strength shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. A stress-strain (load/elongation) recorder and curve is required for materials where the yield strength is specified as being determined by the "Offset" method. The yield strength shall be determined as defined by material specification and in ASTM-E8, ASTM-A370, ASTM-B557 or ASTM-F606 as applicable. The supplier shall include a statement on the certification indicating that yield strength was determined using a stress-strain curve. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification.

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Owner: Operations Manager

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- 140 Certified Test Report NonMetallic Mat'l: The certification shall be submitted with each shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. For classified parts (i.e., Flight Safety, Critical, Primary, Vital, or Critical Safety Item), the applicable part classification shall be indicated on each page of the certification. Submit the certification per the following:
 - a) Metallic and Plastic Materials: A Certificate of Conformance (C of C) is required for the part number specified on the Stellar purchase order and a certified test report stating the actual testing results required by the material specification on the Stellar engineering drawing or in the specification.
 - b) Chemicals and Materials Other Than Metallic and Plastic: Requires submission of certified test report stating the actual results of all testing required by the material specification as stated on the Stellar purchase order. Any combination of C of C or shipping document shall include the following:
 - Stellar Purchase Order (PO) number
 - Name/address of facility that manufactured the material or performed the process or test
 - Actual test results and specification limits
 - Quantity shipped
 - · Date shipped
 - Name and/or title of authorized representative from the company that manufactured the material or performed the process or test. Electronic signatures are acceptable
 - Unique traceability number (batch number)
 - Statement certifying that articles covered by the certification are in compliance
 - Any special storage conditions other than room temperature
 - Shelf life requirements in one of the following forms:
 - o Expiration date
 - o Recommended use by date
 - o The manufacturing/production date with manufacturer's recommended shelf life

171 DELETED

- Approval Req'd Control Plan: The supplier shall submit a Control Plan to Stellar Quality for review and approval prior to starting production. The Control Plan shall identify in chronological order, each step in the manufacturing process, including the items checked, and the method, frequency, acceptance standard, responsibility and documentation for each check. The Control Plan should also include a process flow chart keyed to the Control Plan. The Control Plan shall be submitted to the Stellar Quality Engineer who performed the APQP/PPAP review. The supplier shall not make any changes to the Control Plan after Stellar Quality approval without the prior written approval of Stellar Quality.
- Approval Req'd PFMEA: The supplier shall submit a Process Failure Mode and Effect Analysis (PFMEA) to Stellar Quality for review and approval prior to starting production. The PFMEA shall identify potential failure modes and address their associated causes and take into account all manufacturing operations, including individual components and assemblies. The PFMEA should also include a process flow chart keyed to the PFMEA. The PFMEA shall be submitted to the Stellar Quality Engineer who performed the APQP/PPAP review. The supplier shall not make any changes to the PFMEA after Stellar Quality approval without the prior written approval of Stellar Quality.
- **Submit PPAP:** The supplier shall submit a Production Part Approval Process (PPAP) in accordance with the AIAG PPAP Manual, or as otherwise specified by Stellar Technology, prior to shipment of production parts. Contact the Stellar Sourcing Representative or the Stellar Quality Engineer for PPAP submittal requirements and/or required PPAP submission level. The PPAP shall be submitted to the Stellar Quality Engineer who performed the PPAP review.
- 194 DELETED
- First Article per AS/EN/SJAC 9102 Req'd: The supplier shall submit a First Article Inspection (FAI) report in accordance with the requirements of AS/EN/SJAC 9102 and Stellar Standard Quality Clause H (First Article Inspection Report Approval). FAI reports (new or updated) shall be submitted prior to or with the shipment of parts. All forms of the AS/EN/SJAC 9102 specification are required to be submitted.
- Approval Req'd Test Plan: The supplier shall submit a functional test and acceptance plan to Stellar Engineering for review and approval prior to the start of testing. The test plan is to be electronically submitted to the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative. The supplier shall not make any changes to the test plan after Stellar engineering approval has been granted without the prior written approval of Stellar Quality. Evidence of personnel qualification shall be available upon request when such qualification is a requirement (e.g., NDT).
- Approval Req'd Weld Procedure: The supplier shall submit a weld procedure to Stellar engineering for review and approval prior to start of any welding. The weld procedure is to be electronically submitted to the Stellar Technology Supplier Quality Engineer or Stellar Technology Sourcing Representative. The supplier shall not make any changes to the procedure after Stellar approval has been granted without the prior written approval of Stellar Quality. Welding shall be performed by certified welders. Evidence of personnel qualification shall be available upon request.

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250	Certified Test Report – Performance Test: The supplier shall submit a performance test certification with each
	shipment unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions
	listed in Special Quality Clause 069. The certification shall include results for all testing required by the drawing or
	specification. Report actual values of quantitative test results by serial number (where applicable). Test reports shall be
	traceable to the articles submitted.
252	Certified Test Report - Performance Test: The supplier shall submit a performance test certification with each
	shipment regardless if Special Quality Clause 069 is invoked on the Stellar purchase order. The certification shall
	include results for all testing required by the drawing or specification. Report actual values of quantitative test results by
	serial number (where applicable). Test reports shall be traceable to the articles submitted.
260	DELETED
261	DELETED
349	Record Retention - 15 Years: All production and quality-related records shall be retained by the supplier for a period of
343	15 years from the date of shipment.
250	Record Retention - 20 Years: All production and quality-related records shall be retained by the supplier for a period of
350	
054	20 years from the date of shipment.
351	Record Retention - 30 Years: All production and quality-related records shall be retained by the supplier for a period of
	30 years from the date of shipment.
352	Record Retention - 25 Years: All production and quality-related records shall be retained by the supplier for a period of
	25 years from the date of shipment.
354	Record Retention - 40 Years: All production and quality-related records shall be retained by the supplier for a period of
	40 years from the date of shipment.
355	Record Retention - 50 Years: All production and quality-related records shall be retained by the supplier for a period of
	50 years from the date of shipment.
356	Record Retention - Life of the Program: All production and quality-related records shall be retained by the supplier for
	the life of the program from the date of shipment.
400	DELETED
401	DELETED
<u> </u>	
402	DELETED
	DELETED For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC
402	DELETED For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification
402	DELETED For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC
402	DELETED For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification
402	DELETED For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception:
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override any drawing requirements (i.e. a drawing note that requires 100% inspection).
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override any drawing requirements (i.e. a drawing note that requires 100% inspection). Counterfeit Work: As required by UTC Specification ASQR-01, the supplier shall develop and implement a
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override any drawing requirements (i.e. a drawing note that requires 100% inspection). Counterfeit Work: As required by UTC Specification ASQR-01, the supplier shall develop and implement a comprehensive counterfeit parts and assembly prevention control plan to prevent introduction of counterfeit parts and
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override any drawing requirements (i.e. a drawing note that requires 100% inspection). Counterfeit Work: As required by UTC Specification ASQR-01, the supplier shall develop and implement a comprehensive counterfeit parts and assembly prevention control plan to prevent introduction of counterfeit parts and assemblies into items delivered to Stellar Technology. The plan shall comply with requirements of SAE6174 "Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material" and SAE AS5553 "Counterfeit Electronic Parts;
402	For UTC Aerospace Systems End Use: This Stellar purchase order is for product or services intended for UTC Aerospace Systems (UTAS) (a United Technologies Company (UTC)) end use. Compliance with UTC Specification ASQR-01, Table 1 (for the applicable supplier type) is required with the following ASQR-01 exception: a) Inspection requirements (sampling) are per UTC Specification ASQR-20.1, as a minimum, and do not override any drawing requirements (i.e. a drawing note that requires 100% inspection). Counterfeit Work: As required by UTC Specification ASQR-01, the supplier shall develop and implement a comprehensive counterfeit parts and assembly prevention control plan to prevent introduction of counterfeit parts and assemblies into items delivered to Stellar Technology. The plan shall comply with requirements of SAE6174 "Counterfeit
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410 Restriction on Acquisition of Certain Articles Containing Specialty Metals - DFAR 252.225-7009 (Oct 2014):

- a) Definitions. As used in this clause—
 - "Alloy" means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.
 - i. For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).
 - ii. If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).
 - "Assembly" means an item forming a portion of a system or subsystem that:
 - i. Can be provisioned and replaced as an entity; and
 - ii. Incorporates multiple, replaceable parts.
 - "Commercial derivative military article" means an item acquired by the Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.
 - "Commercially available off-the-shelf item"
 - i. Means any item of supply that is
 - a. A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);
 - b. Sold in substantial quantities in the commercial marketplace; and
 - c. Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
 - ii. Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
 - "Component" means any item supplied to the Government as part of an end item or of another component.
 - "Electronic component" means an item that operates by controlling the flow of electrons or other electrically
 charged particles in circuits, using interconnections of electrical devices such as resistors, inductors,
 capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or
 mechanical parts of an assembly containing an electronic component, and does not include any high
 performance magnets that may be used in the electronic component.
 - "End item" means the final production product when assembled or completed and ready for delivery under a line item of this contract.
 - "High performance magnet" means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).
 - "Produce" means
 - i. Atomization
 - ii. Sputtering; or
 - iii. Final consolidation of non-melt derived metal powders
 - "Qualifying country" means any country listed in the definition of "Qualifying Country" at 225.003 of the Defense Federal Acquisition Regulation Supplement (DFARS).
 - "Required Form" means in the form of mill product, such as bar, billet, wire, slab, plate, or sheet, and in the grade appropriate for the production of
 - i. A finished end item to be delivered to the Government under this contract; or
 - A finished component assembled into an end item to be delivered to the Government under this contract.
 - · "Specialty metal" means
 - i. Steel
 - a. With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
 - Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;
 - ii. Metal alloys consisting of
 - a. Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or
 - Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
 - iii. Titanium and titanium alloys; or

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- iv. Zirconium and zirconium alloys.
- "Steel" means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.
- "Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.
- b) Restriction. Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.
- c) Exceptions. The restriction in paragraph (b) of this clause does not apply to -
 - 1) Electronic components.
 - 2)(i) Commercially available off-the-shelf (COTS) items, other than-
 - (A) Specialty metal mill products, such as bar, billet, slab, wire, plate, or sheet, that have not been incorporated into COTS end items, subsystems, assemblies, or components;
 - (B) Forgings or castings of specialty metals, unless the forgings or castings are incorporated into COTS end items, subsystems, or assemblies;
 - (C) Commercially available high performance magnets that contain specialty metal, unless such high performance magnets are incorporated into COTS end items or subsystems; and
 - (D) COTS fasteners, unless-
 - (1) The fasteners are incorporated into COTS end items, subsystems, assemblies, or components; or
 - (2) The fasteners qualify for the commercial item exception in paragraph (c)(3) of this clause.
 - (ii) A COTS item is considered to be "without modification" if it is not modified prior to contractual acceptance by the next higher tier in the supply chain.
 - (A) Specialty metals in a COTS item that was accepted without modification by the next higher tier are excepted from the restriction in paragraph (b) of this clause, and remain excepted, even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).
 - (B) Specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, are subject to the restriction in paragraph (b) of this clause (e.g., a special reinforced handle made of specialty metal is added to a COTS item).
 - (C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restriction in paragraph (b) of this clause (e.g., a COTS aircraft is outfitted with a COTS engine that is not the COTS engine normally provided with the aircraft).
 - (D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the restriction in paragraph (b) of this clause (e.g. An aircraft is normally sold to the public with an option for installation kits. The Department of Defense requests a military-unique kit. The aircraft is still a COTS item, but the military-unique kit is not a COTS item and shall comply with the restriction in paragraph (b) of this clause unless another exception applies).
 - 3) Fasteners that are commercial items, if the manufacturer of the fasteners certifies it will purchase, during the relevant calendar year, an amount of domestically melted or produced specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50 percent of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.
 - 4) Items manufactured in a qualifying country.
 - 5) Specialty metals for which the Government has determined in accordance with DFARS 225.7003-3 that specialty metal melted or produced in the United States, its outlying areas, or a qualifying country cannot be acquired as and when needed in—
 - (i) A satisfactory quality;
 - (ii) A sufficient quantity; and
 - (iii) The required form.
 - End items containing a minimal amount of otherwise noncompliant specialty metals. (Not applicable).
- d) Compliance for commercial derivative military articles. (Not applicable).
- e) Subcontracts.

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- The Contractor shall insert this clause, <u>as written herein</u>, in subcontracts for items (including commercial items) that contain specialty metals.
- 2) When inserting this clause in subcontracts, the Contractor shall not further alter the clause other than to identify the appropriate parties.

Qualifying Country - DFAR 225.003 (10) (December 2016)

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum of agreement complies, where applicable, with the requirements of Section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia

Austria

Belgium

Canada

Czech Republic

Denmark

Egypt

Estonia

Finland

France

Germany

Greece

Israel

Italy

Japan

Luxembourg

Netherlands

Norway

Poland

Portugal

Slovenia

Spain

Sweden

Switzerland

Turkey

United Kingdom of Great Britain and Northern Ireland

- FAR/DFARS Flow Down: Stellar Technology FAR / DFARS Flowdown for Commercial Items or Stellar Technology FAR / DFARS Flowdown for Non-Commercial Items apply to this Stellar purchase order. See the Stellar Supplier web page (under "Key Documents) for additional information on the flowdown requirements. This Stellar purchase order is for national defense use and may or may not be rated. If the purchase order is rated, all of the provisions of the Defense Priorities and Allocation System (DPAS) regulation (15CFR part 700, reference) shall be followed.
- **BUY AMERICA US Material Only:** This Stellar purchase order is for parts that are covered by 49 CFR Part 661 and 49 U.S.C. 5323(j), BUY AMERICA REQUIREMENTS SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982, AS AMENDED. As such, all iron, steel and manufactured products used in the parts which are the subject of this purchase order shall be produced in the United States. The term "United States" includes the several states, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands and the Commonwealth of the Northern Mariana Islands. The addition of this clause to the Stellar purchase order requires material certifications to specify country of origin of the material or any country where re-melting occurred (refer to Special Quality Clause 120).
- 426 Country of Origin: The Country of Origin shall be stated in English on the packing list for each line item shipment. The words "Country of Origin" shall be specifically referenced with the name of the country. The supplier packing list shall accompany the parts when shipped to any Stellar Technology facility or when parts are drop shipped to a location noted on the Stellar purchase order.

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AS5553 Counterfeit Electronic Parts: The supplier shall develop and implement a comprehensive counterfeit parts and assembly prevention control plan to prevent introduction of counterfeit parts and assemblies into items delivered to Stellar Technology. The plan shall comply with requirements of AS5553 Counterfeit Electronic Parts, Avoidance, Detection, Mitigation and Disposition. The program shall include a plan that describes methods to assure component parts and assemblies are procured only from OCM/OEM or a franchised/authorized distributor. The plan shall include a process for assuring integrity of procurements made from sources such as independent distributors, brokers or aftermarket sellers. The supplier shall obtain approval via a Supplier Request (refer to Standard Clause P) for incorporation of components or assemblies purchased from a source other than the OCM/OEM or a Franchised/Authorized distributor prior to shipment to Stellar Technology. The Supplier Request submittal shall be accompanied by a plan to assure product integrity prior to delivery of the product.

<u>OCM=Original Component Manufacture/OEM = Original Equipment Manufacture:</u> The supply chain entity who designs and controls the manufacture of an item. The OCM/OEM warrants performance of the item to its published specifications

<u>Franchised/Authorized Distributor:</u> A seller that has a contractual relationship with the OCM/OEM to buy, stock, repackage and sell its product lines. A Franchised/Authorized Distributor offers the OCM/OEM's full flow through warranty including failure analysis and corrective action support.

<u>Independent Distributor/Broker:</u> Any seller that does not have a contractual relationship with the OCM/OEM to stock and sell its products.

- Certification Req'd REACH: The supplier shall submit certification indicating compliance with Regulation (EC) No 1907/2006 Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. Compliance indicates that all supplied components contain no Substances of Very High Concern (SVHC) in accordance with Regulation (EC) No 1907/2006. If certifying an assembly, all components within the assembly must be compliant with REACH. REACH applies to all supplied material, including chemical substances.
- **Certification Req'd RoHS:** The supplier shall submit certification indicating compliance to Directive 2011/65/EC, Restriction of Hazardous Substances (RoHS), unless Special Quality Clause 069 is invoked on the Stellar purchase order and applies per the instructions listed in Special Quality Clause 069. If certifying an assembly, all components within the assembly shall be compliant with RoHS. RoHS restricts the use of the following hazardous materials to the indicated levels:
 - Cadmium (Cd): <0.01%
 - Mercury (Hg): <0.1%
 - Lead (Pb): <0.1%
 - Hexavalent Chromium (Cr VI): <0.1%
 - Polybrominated Biphenyls (PBB): <0.1%
 - Polybrominated Diphenyl Ethers (PBDE): <0.1%
 - Bis(2-Ethylhexyl) phthalate (DEHP): <0.1%
 - Benzyl butyl phthalate (BBP): <0.1%
 - Dibutyl phthalate (DBP): <0.1%
 - Diisobutyl phthalate (DIBP): <0.1%

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