



## AS9100 Provider Terms and Conditions

**GENERAL:** Proxy Manufacturing, Inc. (Proxy) Quality System is based on the requirements of AS9100 in addition to the ISO9001 requirements. As a Provider (Seller) to Proxy (Buyer), the Seller agrees to meet the following stipulations for AS9100 requirements for the purchase order or subcontract, hereafter referred to as the “Order”.

**Definitions:** For the purpose of this document, the terms and definitions given in AS9100 and ISO9001 shall apply.

1. **Final Approval** - Buyer reserves the right of final approval of product, procedures, processes, and equipment.
2. **Approved Quality Management System (QMS)** - Buyer reserves the right to review and approve Seller Quality Management System for Seller’s use in supplying supplies or services to the Buyer.
3. **Configuration Control** - The Seller shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data used in the performance of requirements of this Order. The Seller shall use technical data at the contractually specified revision or at the latest revision in effect at the time of contract award, if not specified.
4. **Certified Personnel & Certifying Staff** - The Seller shall ensure that all personnel are properly qualified to perform the work required to support the Order, including having the proper certification to perform special processes, tasks and maintenance required by the purchase requirement. The Buyer reserves the right to review all documentation supporting qualification of Seller or Seller’s sub-tier personnel and Certifying Staff.
5. **Buyer Approvals** - Buyer reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items, including key characteristics.
6. **Test Requirements** - Buyer reserves the right to designate requirements for test specimens for design approval, inspection and verification, investigation, or auditing.
7. **Records Retention** - The Seller is required to retain all records related to this Order, including objective evidence of the quality of any items supplied (manufacturing, assembly, inspection, physical/chemical test reports, test and special process records and material certification records) for a period of ten (10) years after the final payment. Records shall be made available to Buyer upon request and at no additional charge.
8. **Approved Processors** - Where required on the Order, Seller shall utilize only Buyer/Customer-approved special process sources.
9. **Nonconforming Product/Material** – The Seller shall maintain a documented procedure for control of nonconforming product. The Seller shall notify the Buyer in the event of nonconforming product/material to include post-delivery. Only the Buyer’s authorized Quality



and Project Managers may disposition acceptance or rejection of the Seller's Nonconforming product/material, as coordinated through the Buyer's Contract Representative.

10. **Changes Notification Requirement** - The Seller shall notify the Buyer of any changes to a product's design, development, processes, manufacturers/suppliers, manufacturing location, and/or quality management system approval status. Seller shall obtain written approval from the Buyer's Contract Representative (all as coordinated with and authorized by the Buyer's Technical Representative) before delivering product affected by any such changes.
11. **Right of Entry/Access** - Buyer, its customers and regulatory authorities reserve the right of access to all supplier facilities, at any level of the supply chain, performing work on the Order and to all applicable records. The Seller is required to provide support in the form of labor, materials, information, tools and equipment necessary to execute verification and survey activities.
12. **Flow Down Requirement** - The Seller shall flow down all applicable Buyer, Customer, U.S. Government (hereafter referred to as Customer), Regulatory and/or AS9100 requirements to sub-tier suppliers (including requirements in the purchasing documents and key characteristics where required). However, Buyer does not allow Seller to subcontract any product or process to a sub-tier supplier without prior expressed written consent of the Buyer, through the Buyer's Contract Representative.
13. **Verification of Purchased Product** - The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Unless specifically authorized by the Buyer, Seller is not authorized to release purchased product for use until completion of all required verification activities. If approved by Buyer, Sellers documented procedures must include provisions for identification and records to allow recall and replacement if it is subsequently found that the product does not meet requirements.
14. **Delegated Inspection Authority** - When appropriate, the Buyer may delegate the inspection authority to the Seller, if the Seller has capability and approval to conduct such inspections. The Buyer will define the inspection requirements (including approved monitoring and measurement equipment/methods) in the Order and the Buyer will maintain a record of approval granted to Seller to carry out such inspections. The Seller shall maintain a record of the delegation approval and present it with the product at delivery. Delegation of any inspection authority does not absolve the Seller of performing all appropriate inspections prior to shipment, or of its responsibility to provide conforming product, nor will it preclude subsequent rejection by the Buyer.
15. **Source Inspection/Verification** - The Buyer also may perform inspection activities at the point of origin (Seller's or its sub-tier's facilities) to ensure that purchased product meets purchase requirements prior to shipment/delivery to the Buyer. When the Buyer intends to perform verification at the point of origin, the Buyer will define the intended verification arrangements and the method of product release in the solicitation and in the Order. The Seller shall provide support to include, but not limited to labor, materials, tools and equipment necessary to perform the needed verification activities and shall provide access to the Buyer to



all facilities where work is performed for the Order. The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Verification and/or acceptance by the Buyer shall not be utilized by the Seller as evidence of effective control of quality by the Seller and shall not absolve the Seller of the responsibility to provide conforming product, nor will it preclude subsequent rejection by the Buyer.

16. **Customer/Government Source Inspection/Verification** – The Buyer's Customer/Government (also referred to as "Customer") may perform inspection activities at the point of origin (Seller's or its sub-tier's facilities) to ensure that purchased product meets purchase requirements prior to shipment/delivery to the Buyer/Customer. When the Buyer's Customer intends to perform verification at the point of origin, the Buyer will define the intended verification arrangements and the method of product release in the solicitation and in the Order. The Seller shall provide support to include, but not limited to labor, materials, tools and equipment necessary to perform the needed verification activities and shall provide access to the Buyer and Buyer's Customer to all facilities where work is performed for the Order. The Seller is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the Buyer or Buyer's Customer. Verification and/or acceptance by the Buyer's Customer shall not be utilized by Buyer or Seller as evidence of effective control of quality by the Seller and shall not absolve the Buyer or the Seller of the responsibility to provide conforming product, nor shall it preclude subsequent rejection by the Buyer or Buyer's Customer.
17. **Counterfeit and Suspected Unapproved Parts** - To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), the Buyer implements controls that include the requirement of material verification and traceability to include, but not limited to Material Certificates, Certificates of Conformity, special tests and inspections and/or other supporting documentation from the Seller as is appropriate, as specified in the Order. The Seller agrees to use commercially reasonable practices to prevent counterfeit work from being delivered to the Buyer. The Seller shall only purchase new and authentic materials to be used in products to be delivered to the Buyer directly from the Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) or through the OCMS/OEMS franchised distributor. Product shall not be acquired from brokers unless approved in advance in writing by the Buyer through the Buyer's Contract Representative.
18. **Corrective Action Request** - Where product or process non-conformances are identified by the Buyer or its Customer, a Corrective Action Request (CAR) may be issued to the Seller. The Seller agrees to take appropriate and timely action to respond to the CAR with an acceptable corrective action plan, subject to Buyer approval, and to implement the required corrective actions. When the Seller does not provide a timely and/or effective corrective action plan, the Buyer will take appropriate measures such as, but not limited to, termination for default, withholding payment, removing Supplier from the Buyer's Approval Supplier List, and/or legal action, as appropriate and solely at the Buyer's discretion.



19. **Supplier Approval** – The Seller is responsible for maintaining a Supplier Register with documentation to support their selection of subcontractors based on their ability to supply product that fulfill the Buyer’s Order, including, but not limited to, evidence of customer-approved processor status. The Seller is responsible for assuring their subcontractors holds the required approvals and certificates to provide the purchased product and for applying the appropriate level of control over the subcontractor’s performance to assure compliance with the Order. However, the Buyer does not permit the Seller to subcontract any portion of the Order without prior written approval from the Buyer’s Contract Representative.
20. **Purchasing Information** – The Seller shall maintain purchasing records for all procurement actions related to the Buyer’s Order that includes purchase orders that fully describe the product to be purchased, including, where appropriate, requirements for: a) approval of product, procedures, processes, and equipment, b) qualification of personnel, c) quality management system, d) identification and revision status of all technical documents, e) design, test, inspection, verification (including maintenance process verification), use of statistical techniques for product acceptance, and related instructions for acceptance, and as applicable critical items including key characteristics, f) test specimens for design approval, inspection/verification, investigation or auditing, g) regarding non-conforming product notification and disposition approvals, and notification of changes in product process, suppliers, manufacturing facility locations and for obtaining approvals thereof, and flow down of requirements to the sub-tiers, h) records retention, and i) right of access
21. **Post-Delivery Support** – The Seller shall have the capability to provide post-delivery support, as applicable, for a) collection and analysis of in-service data, b) actions to be taken, including investigation and reporting, when problems related to the maintenance performed are detected after delivery, c) control and updating of technical data d) approval, control and use of repair schemes, and e) controls required for off-site work.
22. **Validation of Special Processes** – The Seller shall validate any process for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement (Special Processes) to assure compliance with the requirements of the applicable technical data issued by the design approval holder. Validation shall demonstrate the ability of these processes to achieve planned results. The Seller shall establish arrangements for these processes including, as applicable: a) defined criteria for review and approval of the processes, b) approval of equipment and qualifications of personnel, c) use of specific methods and procedures, d) requirements for records, and e) revalidation.
23. **Monitoring and Measurement of Product** – The Seller shall monitor and measure the characteristics of product, at appropriate stages, to verify that product requirements have been met. Objective evidence of conformity of the acceptance criteria shall be maintained.
24. **Personnel Contribution** – The Seller must ensure that their personnel are aware of their contributions to product conformity and product safety as well as the importance of ethical behavior.

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