

Purchasing Quality Assurance Requirements

1.0 Purpose

- 1.1 This document defines additional quality assurance requirements for external providers of processes, products and services to Bomco.

2.0 Applicability

- 2.1 This document applies to external providers of material, processes, or services related to provision of products and services.
- 2.2 All Bomco purchase orders will identify the applicable purchasing quality assurance requirements (PQARs).
- 2.3 All suppliers are required to comply with all the codes listed on the purchase order. These requirements shall be in addition to other purchase order requirements. PQAR codes are defined in Section 4.0 of this document.

3.0 General Requirements

- 3.1 The following requirements are meant to apply to all purchase orders unless otherwise specified within the purchase order.
- 3.2 Upon receipt of a Bomco Purchase Order, the Supplier shall review the order to determine the requirements and their ability to meet them including quality and delivery requirements. If any requirements are not understood or need clarification the Supplier shall contact the Bomco Purchasing department in writing to resolve the matter before proceeding with the order. If no such communication arises, Bomco Purchasing will interpret this as meaning the Supplier understands all the requirements and agrees to meet them.
- 3.3 When sub-tier suppliers are used to provide a product/service for a Bomco Purchase Order, the Supplier receiving the Bomco Purchase Order shall flow the applicable specifications and requirements down the supply chain.
- 3.4 Supplier certificates of conformity (C of C), certified material test reports (CMTR) and other documents with references to drawings, specifications or purchase order requirements must include the applicable revision status of the document flowed down by the purchase order.
- 3.5 All test reports, dimensional data or specification requirements reported must reflect the tolerance for the applicable dimension or characteristic.
- 3.6 Acceptance of the articles or materials specified on a purchase order will be withheld pending receipt of all required data and documentation. This could delay payment.
- 3.7 (Deleted).
- 3.8 Supplier QMS: Independent certification / registration to international standards

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- (e.g. AS9100, AS9120, ISO9001) is encouraged but not required, unless otherwise stated on the purchase order. When AS9100 or AS9120 is a requirement,
- 3.8.1 Prior to Bomco approving a supplier for first use, and every 3 years thereafter, the supplier shall complete and return a survey of their QMS. This survey validates compliance to the requirements of ISO9001 / AS9100, as appropriate to the scope of work flowed down to the supplier.
 - 3.8.2 Suppliers should complete and return surveys in a timely manner, taking no longer than 14 calendar days after the date of request.
- 3.9 Unless otherwise specified on the purchase order, AS13100 applies.
- 3.9.1 Suppliers shall determine requirements applicable to their organization in accordance with AS13100, Table 1 and Table 2.
 - 3.9.2 Supplier QMS Certifications shall be defined by the Organization Type and comply with Table 2.
 - 3.9.3 Suppliers shall establish and maintain an effective FOD prevention program that meets the requirements of AS9146.
 - 3.9.4 Suppliers shall plan, implement, and control counterfeit part prevention processes in accordance with AS6174.
 - 3.9.5 Suppliers shall ensure that the counterfeit part prevention process includes a mechanism for reporting counterfeit parts to Bomco, Inc.'s purchasing representative within 3 working days of it being confirmed.
 - 3.9.6 Suppliers shall notify Bomco, Inc. of any significant change in QMS or business operations.
 - 3.9.7 Suppliers shall comply with Bomco, Inc.'s specific requirements for control of work transfer.
 - 3.9.8 Bomco, Inc. shall develop a risk analysis and mitigation plan to be implemented between the supplier and Bomco, Inc. to deal with any restrictions to right of access to the supplier's facility.
- 3.10 **Environment:** The supplier shall be environmentally responsible by complying with all relevant environmental regulations. Efforts should be made to prevent pollution, to conserve natural resources and to practice continuous improvement as it relates to environmental practices.
- 3.10.1 Independent certification / registration to ISO 14001 is encouraged but not required.
- 3.11 **REACH:** For parts used in products and assemblies that are ultimately sold to customers in the European Union - compliance with REACH requirements may be flowed down on Bomco purchase orders.
- 3.12 **Conflict Minerals & Extended Minerals:** We support ending the violence and

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human rights violations in the mining of certain minerals from a location described as the “Conflict Region”, which is situated in the eastern portion of the Democratic Republic of the Congo (DRC) and surrounding countries.

The U.S. Securities and Exchange Commission (“SEC”) adopted final rules to implement reporting and disclosure requirements related to “conflict minerals,” as directed by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. The rules require manufacturers who file certain reports with the SEC to disclose whether the products they manufacture or contract to manufacture contain “conflict minerals” that are “necessary to the functionality or production” of those products.

The definition of “conflict minerals” refers to gold, as well as tin, tantalum, and tungsten, the derivatives of cassiterite, columbite-tantalite, and wolframite, regardless of where they are sourced, processed or sold. The U.S. Secretary of State may designate other minerals in the future.

We support these requirements to further the humanitarian goal of ending violent conflict in the Democratic Republic of the Congo (DRC) and in surrounding countries, which has been partially financed by the exploitation and trade of “conflict minerals”.

- 3.12.1 Suppliers providing raw materials or processes that require 3TG (gold, tin, tantalum or tungsten), as well as Cobalt and natural Mica, are required to be DRC conflict-free.
- 3.12.2 Suppliers providing raw materials or processes that require 3TG, Cobalt, and natural Mica, shall source the 3TG, Cobalt and natural Mica from smelters whose due diligence practices have been validated by an independent third-party audit program.
- 3.12.3 Suppliers providing raw materials or processes that require 3TG, Cobalt, or natural Mica shall provide written evidence documenting that raw materials used to produce said gold, tin, tantalum, tungsten, Cobalt, and/or natural Mica originate from outside the “Conflict Region” or if they originate from within the “Conflict Region”, that the mines or smelters be certified as “conflict free” by an independent third party. The aim is to ensure that only “conflict free” materials and components are used in products that we procure.
- 3.12.4 Suppliers may report these requirements for 3TG to Bomco using the Conflict Minerals Reporting Template (CMRT) available on the worldwide web at: <http://www.conflictreesmelter.org/>. Suppliers may report these requirements for Cobalt and natural Mica to Bomco using the Extended Mineral Reporting Template (EMRT) available at: <https://www.responsiblemineralsinitiative.org/>
- 3.12.5 Bomco will review due diligence information received from suppliers against our company’s expectations. If we discover the use of 3TG, Cobalt, or natural Mica minerals produced in facilities that are considered to be “non-conflict free”, in any material, parts or components we procure,

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we will take appropriate corrective action to transition product to be “conflict free”.

3.13 Calibration System: Supplier management systems for the control of monitoring and measuring equipment shall meet one of the following requirements: ISO 10012, ISO 17025 or ANSI/NCSL Z540.3. If using ANSI/NCSL Z540.3, supplier shall implement the requirements using the Handbook for the Interpretation of ANSI/NCSL Z540.3.

3.13.1 Reliability goals, accuracy ratios and Out-Of-Tolerance condition criteria are as follows:

- a) Calibration interval analysis methodology used to maintain the reliability of M&TE shall have a stated reliability goal to meet a minimum of 95% reliability target for M&TE in-tolerance at the end of their interval schedule.
- b) Out-Of-Tolerance conditions are defined as any M&TE found out-of-tolerance during calibration.
- c) These conditions require documented review of impact on quality and notification to Bomco if product delivered to Bomco has been affected.

3.14 Nonconforming Material/Product: Authority to ship nonconforming material or product must be obtained from Bomco in advance of shipment. Requests for acceptance under concession shall be sent to the buyer listed on the purchase order, and shall include the following information:

- Purchase order number, Line number, and Release number.
- Description of the nonconformity, including photos of the condition if possible.
- The quantity of product affected.
- If the nonconformity was created by the supplier,
 - The root cause of the nonconformity.
 - The corrective action plan to prevent recurrence.

Bomco reserves the right to disapprove a corrective action and/or request additional information if the submitted corrective action is judged to inadequately address the issues at hand.

Any material or product shipped with prior authorization for acceptance must be marked, tagged, or otherwise identified as nonconforming, and kept segregated from conforming product.

Nonconforming material shipped without prior approval is subject to return at the supplier’s expense.

3.15 (Deleted).

3.16 Packaging and Handling Requirements: The supplier shall be responsible for

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- ensuring that items provided under this purchase order are packaged in such a way that the dimensional integrity is preserved, contamination and corrosion are prevented, and no physical damage occurs. Metal-to-metal contact should be avoided at all times.
- 3.17 Labeling Requirements: The supplier shall label the exterior of the package to ensure adequate identification of precautions needed to ensure the integrity of the product being shipped. Customer specific packaging requirements, if applicable, will be specified on Bomco purchase orders or supporting documents.
- 3.18 Point of Contact: The supplier's point-of-contact is the buyer identified on the Bomco purchase order. Any questions, problems or information should always be directed to the buyer.
- 3.19 Supplier Ratings: Bomco maintains an internal supplier risk-rating system which monitors supplier performance for on-time delivery to dock dates, and conformity of products and services to purchase order requirements. Performance data is recorded for each purchase order line/release, and reported monthly for management review. Late deliveries or deliveries of nonconforming product will affect the supplier rating and may affect supplier approval status.
- 3.19.1 On-Time Delivery Rating. Suppliers shall maintain an on-time delivery rating of at least 85%. Suppliers delivering on-time to dock dates at least 85% of the time shall be considered a low risk for making future deliveries on-time. Suppliers delivering less than 85% on-time to dock dates shall be considered a high risk for making future deliveries on-time. For suppliers not meeting the on-time delivery objective of 85% corrective action may be requested to improve performance.
- 3.19.2 Quality Rating. Suppliers shall maintain a quality performance rating of at least 95%. Suppliers delivering conforming product at least 95% of the time shall be considered a low risk for delivering nonconforming product in the future. Suppliers delivering conforming product < 95% of the time shall be considered a high risk for delivering nonconforming product in the future. For suppliers not meeting the quality performance rating of 95% corrective action may be requested to improve performance.
- 3.20 Distributors: The technical and quality requirements of the purchase order apply to distributors and the manufacturer of the product or material. Distributors are responsible for assuring that all requirements are satisfied.
- 3.21 Record retention: All quality records shall be retained for a period of no less than ten (10) years, unless otherwise specified by an OEM document flowed down by the purchase order. In the event of differing requirements, the OEM document takes precedence. Should the supplier cease operation for any reason, all quality records for Bomco products and services shall be forwarded to Bomco for record maintenance as required by Bomco customers.
- 3.21.1 Examples of quality records to be retained include, but are not limited to:
- a) Deliverable and non-deliverable software verification & validation

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- b) First article inspection reports
- c) In process/final inspection & test records
- d) Training records
- e) Manufacturing/fabrication records
- f) Nonconforming material disposition records
- g) Procurement documents
- h) Process control records
- i) Radiographs, technique sheets and related acceptance reports
- j) Receiving inspection records
- k) Quality Management System records as identified by AS9100.
- l) Calibration records

3.22 Notification of Changes: Suppliers shall immediately notify Bomco of changes to their quality system, management, or ownership and, when deemed necessary by Bomco, obtain approval prior to making changes.

3.22.1 Changes requiring prior supplier notification include:

- a) Manufacturing site location changes.
- b) Product and/or process changes affecting FAI requirements (including controlled and/or special processes).
- c) Changes in ownership, name changes, or senior company management.
- d) Changes of suppliers involved in performing VSE/SSPP, ESA or Frozen processes.
- e) Quality leadership, system or controlled process certification including suspensions or disapprovals.

3.23 Subtier Control: Suppliers shall ensure flow down to, and compliance with, all applicable purchase order requirements to their sub-tier suppliers, including use of customer-designated or approved suppliers (e.g. special processes).

3.24 Right of Entry

3.24.1 Supplier must grant right of access by Bomco, our customer and regulatory authorities to the applicable areas of all supplier facilities, at any level of the supply chain, involved in the order and to all applicable records.

3.25 Supplier Code of Conduct:

The Bomco Supplier Code of Conduct, F-742-002, applies to all purchase orders. Contact your buyer if you do not have this document. Suppliers shall ensure that persons doing work under their control are aware of:

- a) Their contribution to product or service conformity;
- b) Their contribution to product safety;
- c) The importance of ethical behavior.

3.26 Control of Work Transfers: Supplier organizations shall establish, implement and maintain a process to plan and control the temporary or permanent transfer of work and to verify the conformity of the work to requirements. This includes any address changes. The buyer listed on the purchase order shall be formally

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notified via email forty-five (45) days or more PRIOR to any planned work transfer implementation. Work transfer is the movement of the work (process, products, or services) from one manufacturing site to another, including:

- From one organization facility to another
- From the organization to a supplier (Make to Buy)
- Change from Supplier A to Supplier B
- Change of site at Supplier A
- From a supplier to the organization (Buy to Make)

The above types are equally applicable to sub tier suppliers. Possible reasons for transfers of work may be:

- Capacity
- Procurement strategy (e.g. Need for a second source to secure supply)
- Cost reduction
- Performance improvements
- New technology

3.27 Corrective Action Requests: Upon receipt of a corrective action request, the Supplier shall complete a formal corrective action report and return it to the Bomco buyer on or before the requested due date. If additional time is needed – a request for an extension shall be submitted to the Buyer before the original required due date.

3.27.1 Bomco reserves the right to disapprove a corrective action and/or request additional information if the submitted corrective action is judged to inadequately address the issues at hand.

3.28 Prevention of Counterfeit Parts. Supplier shall have a system that ensures that items procured in support of Bomco purchase orders shall have all necessary end user approvals and prevents the shipment of counterfeit, fraudulent or suspect counterfeit items.

3.28.1 Supplier receiving process should include product and documentation review for indicators of counterfeit, fraudulent, suspect counterfeit items and should analyze shipping documents, certifications, and test reports for parts and components in order to assure supply chain traceability back to their original or authorized manufacturers.

3.28.2 SUPPLY CHAIN TRACEABILITY: This refers to documentation of all supply chain intermediaries and significant handling transactions, such as from original manufacturer to distributor, or from excess inventory to broker to distributor. As a guideline for determining chain of custody the following can be used:

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- a) AMS material specification number (or other material specification) and revision identifier;
- b) Alloy;
- c) Temper or heat treat condition, as supplied;
- d) Data that establishes traceability to producer certification (producer name, lot number, etc.);
- e) Product form (i.e., bar, plate, etc.);
- f) Produced size, as stated on producer certification;
- g) Distributor supplied size, quantity and unit of measure (i.e., linear feet, square feet, number of pieces for cut sizes, etc.), and grain orientation nomenclature, as applicable, and the process used to produce this size;
- h) Purchaser name and address;
- i) Statement that material complies with the purchaser's as-ordered requirements;
- j) Statement that material is traceable to heat/lot and grain direction through receipt from producer through delivery to purchaser;
- k) Copy of the original unaltered AMS material certification report from the producer;
- l) Certification of the following processes, if performed (or subcontracted) by the distributor:
 1. When heat treatment is performed, a copy of the heat treat process certification and a copy of the test report for heat treated material shall be provided.
 2. When nondestructive inspection or materials testing is performed, a copy of the test results shall be provided.
 3. Other special processes performed, when specified.

3.28.3 When suspect counterfeit or counterfeit material is found it shall be controlled to prevent re-entry into the supply chain.

3.29 Material and Special Process - Supplemental Requirements

3.29.1 Material and Special Process Test results shall reflect all requirements of the drawing and/or specification and conform to drawing and/or specification limits. Documented evidence of this conformity including listing of each material element or test result in the applicable test report.

3.29.2 The applicable test report shall be signed by a cognizant test laboratory person, clearly confirming which of the following is correct:

- All tests and inspections have been performed and results meet the drawing and/or specification requirements, or
- All tests and inspections have been performed and the results meet all the drawing and/or specification requirements, except _____, which does not meet requirements, or
- All tests and inspections have been performed and the results meet all drawing and/or specification requirements, except test(s) _____, which was not

performed in accordance with the drawing and/or specification requirements.

3.30 Product Acceptance - Supplemental Requirements

When product acceptance authority media are used (e.g., stamps, electronic signatures, passwords), the supplier shall establish controls for the media appropriate to:

- Avoid misuse.
- Establish traceability to the authorized user.
- Avoid duplication.
- Align to responsibilities and authorities defined within the quality system.
- Maintain good condition and legibility

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4.0 PQAR Codes

Code	Title	Requirement
1	QMS Requirements	Supplier's quality system shall be approved by Bomco and is subject to review at any time during periods of performance of this purchase order by Bomco Quality Assurance.
2	Configuration Control	<p>On items for which the Supplier does not have design authority, the Supplier shall request, in writing, Bomco approval of any changes in part number or nomenclature that differs from purchase order information prior to shipment.</p> <p>The Supplier shall notify their Bomco buyer of any proposed change in design, fabrication method or process and obtain approval of the change from Bomco before making the change.</p> <p>Appropriate identification of those article(s) on which the change is incorporated shall be required.</p>
3	Chemical or Physical Analysis, or Functional Test Reports	<p>Supplier is to furnish, with each shipment, a copy of the chemical and physical analysis and/or documentation as required by the applicable specification or drawing identifiable to the material by heat and/or lot number.</p> <p>Specification revision level must be referenced on all certifications and/or test reports.</p> <p>Test reports shall certify that tests were performed in accordance with specification requirements by an approved testing agency.</p>

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Code	Title	Requirement
4	Material Identification	<p>All sheet, bar or tubing material must be identified by mill line markings per industry standards and/or as required by specification.</p> <p>Other raw materials shall be identified in accordance with the applicable specification.</p> <p>Any material furnished without acceptable identification will be rejected unless this requirement is specifically waived by the purchase order.</p>
5	Material Traceability	<p>Parts fabricated by the Supplier shall be traceable to the lot/heat number, material type, specification and applicable change letter or number of the material used and their records of acceptance.</p> <p>When supplying multiple parts in an assembly, the Supplier shall provide material traceability to each individual component or detail. In the case of Bomco supplied material, traceability must be retained throughout the Supplier's possessive process.</p> <p>Upon return shipment to Bomco, original traceability must be referenced on the packing slip or separate Certificate of Conformance.</p> <p>Example: "Customer Supplied Material. Ref: Invoice #12345".</p>
6	Part Serialization	<p>Supplier shall maintain serialization and other identification on Bomco furnished parts (if applicable)</p> <p>Supplier shall serialize parts, at the Supplier's facility, when S/N's are defined on the purchase order.</p> <p>Supplier shall serialize with the Supplier's name or trademark in conjunction with consecutive nonrecurring serial numbers.</p> <p>Supplier shall serialize parts in accordance with the Supplier's system requirements.</p> <p><u>Note:</u> Serialization traceability must be indicated on the Certificate of Conformance and Packing Slip.</p>

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Code	Title	Requirement
7	Certificates of Conformance	<p>Supplier shall certify that parts and/or material supplied are in compliance with the applicable drawing and/or specification requirements and maintain objective evidence of conformance on file.</p> <p>One (1) copy of this certification, signed by the Supplier's duly authorized representative, shall be included with each shipment.</p> <p>Each Certificate of Conformance must stipulate the configuration revision data required to accurately describe the item ordered.</p>
8	Special Process Certification	<p>All manufacturing, inspection, or testing which is required to be performed by "Approved Sources" shall be performed only by sources specifically approved to perform the processes per the applicable specification and/or drawing (i.e. GE yellow pages, Source Qualification List for Pratt & Whitney, etc.).</p> <p>Supplier shall contact their Bomco buyer with any questions on the applicability of special process sources prior to the processing of hardware.</p> <p>Certifications or test reports from approved processors are required with each shipment. The certification shall include the special process performed, the process specification and revision, and the name of the agency performing the process, if other than the seller.</p> <p>Processes shall be performed to the latest specification unless revision level is specified on Bomco purchase order. Revision level must be referenced on all certifications furnished by supplier.</p> <p>The following special processes are considered examples, but others may be specifically noted on the purchase order:</p> <p>Welding, Brazing, Radiograph (X-ray), Penetrant Inspection, Heat Treating, Coating, Plating, Chemical Milling, etc.</p>

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Code	Title	Requirement
9	Supplier First Article Inspection (FAIR)	<p>Supplier shall perform a first article inspection in accordance with AS9102. Results shall be furnished to Bomco Inc.</p> <p>When specified on the purchase order, a Bomco Quality Representative will perform a First Article Inspection on the first part, unit or assembly of each type identified on this purchase order prior to the production run.</p> <p>The Supplier shall make inspection records and equipment available to the Bomco Quality Representative at the time of presentation of the items. The Supplier shall provide no less than 48 hours advance notice to Bomco.</p>
10	Customer/Government Source Inspector Right of Entry	<p>When source inspection is required, it shall be clearly notated on the purchase order along with this PQAR (I.E. SOURCE INSPECTION IS REQUIRED).</p> <p>All items covered by this purchase order are subject to inspection at the Supplier's facility by a Bomco Quality Representative and/or Bomco Customer/Government Representative prior to shipment.</p> <p>The Supplier shall make inspection records and equipment available to the Bomco Representative at the time of presentation of items.</p> <p>The Supplier shall provide no less than 48 hours advance notice to Bomco Purchasing to permit scheduling of source inspection.</p> <p>Evidence of source inspection must be shown on all shipping documents.</p> <p>In addition, Bomco and Bomco Customer/Government representative shall be permitted right of entry at any time prior to or subsequent to shipment of hardware suspected or found to be discrepant.</p>

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Code	Title	Requirement
11	Nonconforming Parts or Materials	<p>When applicable, parts or material not conforming to drawings, specification, or other requirements shall be identified as nonconforming and be withheld from shipment.</p> <p>Supplier's request for Material Review Action must be submitted to Bomco prior to shipment. If shipment is authorized, applicable hardware must be identified as nonconforming.</p>
12	Software Control	<p>When applicable, Suppliers shall establish and implement a software quality assurance program plan for non-deliverable software used in the automated manufacturing of deliverable hardware or in the qualification or acceptance of deliverable hardware.</p> <p>Objective evidence that the software performs its required functions shall exist prior to use of the software. The software shall be placed under internal configuration control which includes library backup prior to its use. Access shall be made available for review at Supplier's facility to determine compliance with contract requirements.</p>
13	Export Control	<p>When this code is referenced on the purchase order, this means it contains technical data which is considered ITAR and/or EAR controlled pursuant to 22 CFR Part 120-130 and 15 CFR Parts 730-774, respectively.</p> <p>Transfer of this data by any means to a Non-US Person, whether in the U.S. or abroad, without the proper U.S. Government authorization (e.g., License, exemption, NLR) is strictly prohibited, and all the applicable requirements of section 5.0 apply.</p>
14	Approval of Product, Procedures, Processes, Equipment, & Qualification of Personnel	<p>When this code is referenced on the purchase order, Bomco shall have rights of approval prior to delivery over product, processes, equipment, and personnel involved in the production of the supplied goods or services.</p>

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Code	Title	Requirement
15	Requirements for Design, Test, Inspection, Verification, Use of Statistical Techniques, Key Characteristics	If a supplier is contracted to provide services for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, related instructions for acceptance, or as applicable, critical items including key characteristics, then Bomco shall include this code on the purchase order, and list all requirements on the order, or referenced on the order and contained in a supplemental document.
16	Requirements for Test Specimens	<p>If test specimens are required for the contract, Bomco will include this code on the purchase order, and specify requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing.</p> <p>Test specimen requirements will be documented on the purchase order, or referenced as part of an attached supplemental document.</p>

5.0 Export Control

- 5.1 Compliance with Export Laws. Seller agrees to comply with all applicable government export control laws and regulations, including but not limited to the International Traffic in Arms Regulations ("ITAR," 22 CFR Part 120-130) and the Export Administration Regulations ("EAR," 15 CFR Parts 730-774).
- 5.2 Intellectual Property and Export Licenses. In connection with the performance of any work under this Agreement, Seller, at its own cost, shall be responsible for:
- 5.2.1 Determining whether, and the extent to which, any foreign or U.S. Government-funded intellectual property, including technical data, that was not provided by Purchaser will be used;
 - 5.2.2 If any such foreign or U.S. Government-funded intellectual property will be used, obtaining, on behalf of Purchaser, a license under which the foreign or U.S. Government shall grant to Purchaser the unlimited right to use such intellectual property;
 - 5.2.3 Determining whether, and the extent to which, export licenses are required for export of all deliverables, whether tangible or intangible, under this Agreement; and
 - 5.2.4 Obtaining the required export licenses, unless otherwise agreed to by Purchaser.
 - 5.2.5 All of Purchaser's obligations under this Agreement are conditional upon the issuance of intellectual property and/or export licenses by the foreign or U.S. Government granting Purchaser the right to use such foreign or U.S. Government-funded intellectual property and/or to export from Seller's country all deliverables, whether tangible or intangible under this Agreement.
- 5.3 Defense Articles. In the event the Goods are defense articles or defense services (as defined in Sections 120.6 and 120.9 of the ITAR), Seller agrees to maintain a valid and current Directorate of Defense Trade Controls ("DDTC") registration and agrees to provide confirmation of registration if requested by Purchaser.
- 5.3.1 With respect to such defense articles and/or defense services, Seller represents and warrants that it has not and will not pay or offer to pay for the solicitation or promotion or otherwise to secure the conclusion of a sale of defense articles or defense services to or for the use of the armed forces of an international organization or non-U.S. Country any fees, commissions or political contributions as described under Part 130 of the ITAR without prior notice to Purchaser.
 - 5.3.2 In such event, Seller shall provide to the Purchaser, in a timely manner and not later than 20 days after such an event, full disclosure of all information necessary for the Purchaser to comply fully with Sections 130.9 and 130.10 of the ITAR.).

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- 5.3.3 With respect to any such defense articles that are manufactured or produced for Purchaser pursuant to an authorization under the ITAR (e.g. a license or manufacturing license agreement), Seller agrees that all items in a partially completed state (such as scrapped material, forgings, castings, extrusions or any other machined body), which have reached a stage in manufacture where they are clearly identifiable as a defense article, as contemplated by Section 121.10 of the ITAR, shall be subject to the ITAR (including all components, accessories, attachments and parts thereto). All such partially completed items shall either be returned to the Purchaser in the U.S. or destroyed. If destroyed, a certificate of destruction shall be maintained by the Seller and provided to the Purchaser upon request, and shall certify that such destruction has occurred under a destruction process that reduces the item to a state where it is no longer clearly identifiable as a defense article, including but not be limited to shredding, chopping, incinerating, melting, chemical decomposition or any other destructive process that reduces the item to such a state.
- 5.3.4 If Seller intends to conduct work for Purchaser in a non-U.S. country, Seller must provide advance written notification to Purchaser.
- 5.4 Citizenship Status.
- 5.4.1 If Seller is located in U.S.: Seller agrees to limit work on this Agreement to U.S. Persons when required by applicable export control laws and regulations (e.g., ITAR 120.14).
- 5.4.2 If Seller located outside U.S.: For data export purposes, only citizens of the country in which the Seller is located shall be permitted to work on this Agreement without prior written approval from Purchaser. Seller shall preserve such records as permitted by local laws and regulations regarding the citizenship status of Seller's employees.
- 5.5 With regard to all technical data exported to Seller under the authority of a valid export license granted pursuant to 22 CFR 124.13 (Procurement by U.S. persons in foreign countries--Offshore Procurement), Seller agrees to the following:
- 5.5.1 The use of the technical data is limited to the manufacture of the Goods;
- 5.5.2 Disclosure of the technical data is prohibited to any other person except subcontractors within the same country;
- 5.5.3 Acquisition of any rights in the data by any foreign person is prohibited;
- 5.5.4 Any subcontract(s) between the Seller and other foreign persons in the approved country for manufacture of Goods contain all the limitations of this paragraph;
- 5.5.5 Seller and its subcontractors shall destroy or return to the Purchaser in the U.S. all of the technical data exported pursuant to this Agreement upon fulfillment of their terms; and

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- 5.5.6 Delivery of the Goods manufactured abroad must be made only to the Purchaser in the U. S. or to an agency of the U.S. Government as directed by Purchaser.
- 5.6 Where Goods are to be delivered outside the United States and its territories:
- 5.6.1 Seller certifies that the Goods and associated Technical Data supplied to Purchaser are not subject to the International Traffic in Arms Regulations (ITAR) (22 CFR Part 120-130). Seller shall obtain Purchaser's prior written approval prior to incorporating any item, technology or software that is subject to the ITAR or EAR into the Work conducted under this Agreement.
- 5.6.2 Seller shall provide Purchaser export classification information (e.g., U.S. Commerce Control List, United States Munitions List category or UK Control List category, Harmonized Tariff Schedule, Country of Origin) as well as copies of relevant export authorizations permitting export or re-export to Purchaser or Purchaser's designated end user.
- 5.7 Prohibited Goods and Services. The U.S. prohibits the importation of Goods or the purchase of services from certain countries, entities, or individuals. No Goods or services from prohibited countries, entities, or individuals may be used directly or indirectly in the activities covered by this Agreement. The list of prohibited countries can change from time to time and it is Seller's responsibility to ensure compliance with such list at all times (<http://www.treas.gov/ofac>, <http://www.bis.doc.gov>, <http://pmdotc.state.gov/embargoed-countries/index.html>).
- 5.8 Importer of Record.
- 5.8.1 If Seller is importer of record, Seller agrees that Purchaser will not be a party to the importation of the Goods; that the transaction(s) represented by this Agreement will be consummated subsequent to importation; that Seller will neither cause nor permit Purchaser's name to be shown as "importer of record" on any customs declaration; and that, if the Goods must be returned to Seller, Seller agrees to be exporter and to comply with all applicable export regulations.
- 5.8.2 If Purchaser is the importer of record, Seller shall ship the Goods to the port of entry as advised by Purchaser and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by Purchaser due to non- adherence to this clause will be the responsibility of Seller.
- 5.8.3 Regardless of which party is the importer of record, Seller's shipping cartons and documentation must meet all U.S. customs country of origin marking and invoicing requirements. Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.
- 5.8.4 If Purchaser is the U.S. Importer of Record, Seller accepts and shall implement sufficient procedures to enable Purchaser to comply with U.S.

Purchasing Quality Assurance Requirements

Customs and Border Protection's (CBP) Importer Security Filing (ISF) requirements. Seller shall provide the following required data elements: (1) Seller or Seller's ultimate owner's registered name and address, (2) Manufacturer's name and address, (3) Purchaser's name and address, (4) Ship-to name and address of final destination, (5) Container stuffing location name and address, (6) Consolidator or stuffer name and address, (7) Importer of Record's name and U.S. Internal Revenue Service (IRS) or 12 tax identification number, (8) Consignee name(s) and U.S. IRS or tax identification number, (9) Country of origin – the country where goods are manufactured or produced, and (10) Six-digit harmonized tariff code; such information shall be provided to the designated Purchaser ISF agent within 72 hours prior to the shipping vessel sailing. Seller or its agents shall communicate ISF requirements, including the ISF pre-alert form (by electronic mail) to Purchaser's ISF agent at least 72 hours prior to the shipping vessel sailing. Seller or its agents shall not load container onto vessel prior to receipt of ISF acceptance from Purchaser's ISF agent.

- 5.8.5 In addition to any other rights and remedies Purchaser may have in law or in equity, Purchaser may deduct from the price of Goods any penalties, fines or assessments that U.S. Customs and Border Protection imposes on Purchaser for late or inaccurate or incomplete ISF filings caused by Seller noncompliance. Additional deductions may be taken for late deliveries, demurrage or expenses incurred due to Seller's failure to comply with ISF requirements.
- 5.9 U.S. Exporter. Unless otherwise agreed by the Purchaser, if Seller is the U.S. exporter for any U.S. origin bailed or purchased material required by Seller to complete this Agreement, in addition to obtaining export licenses as required by Article 19 (b) of this Agreement, Seller shall be responsible for authorizing a U.S. freight forwarder.
- 5.10 Drawback. If Seller is an importer of record, upon request and where applicable, Seller will provide Purchaser customs form 7552 entitled "Certificate of Delivery" properly executed.

Anti-Dumping. Seller warrants that all sales made hereunder are or will be made at not less than fair value under the U.S. Anti-Dumping law (19 U.S.C. sec 1673 et. seq.), and Seller will indemnify, defend and hold Purchaser harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty.

Purchasing Quality Assurance Requirements

6.0 Revisions

Revision	Date	Paragraph	Summary of change	Authorized by
A	2/1/14	All	Initial issue	GCY
B	2/25/14	13	Added Code 13 -Export Control	GCY
C	3/25/14	All	Added section.	GCY
D	5/30/2017	3.18	Changed retention time from ten (10) years minimum to eleven (11) to satisfy Honeywell SPOC manual requirements.	GCY
D	5/30/2017	3.22	Added section for Supplier Code of Conduct.	GCY
E	8/22/2017	3.2	Added reference to certified material test reports (CMTR).	GCY
E	8/22/2017	3.5	Removed section, was for reference only.	GCY
E	8/22/2017	3.10	Expanded options for calibration systems. Was previously limited to ISO 17025.	GCY
E	8/22/2017	3.10.1.a)	Corrected improper indent. Was 3.10.2.	GCY
E	8/22/2017	3.10.1.b)	Corrected improper indent. Was 3.10.3.	GCY
E	8/22/2017	3.10.1.c)	Corrected improper indent. Was 3.10.4.	GCY
E	8/22/2017	3.11	Added requests for acceptance under concession of nonconforming materials or products. Added right to disapprove corrective actions. Added requirement to identify nonconforming product and segregate from conforming product.	GCY
E	8/22/2017	3.12	Deleted section. Moved to 3.24.	GCY
E	8/22/2017	3.16	Clarified internal supplier risk-rating system. Added detail on supplier performance ratings for delivery and quality.	GCY

Purchasing Quality Assurance Requirements

Revision	Date	Paragraph	Summary of change	Authorized by
E	8/22/2017	3.16.1	Added section to explain supplier on-time delivery objective and determination of delivery performance rating.	GCY
E	8/22/2017	3.16.2	Added section to explain supplier quality objective and determination of quality performance rating.	GCY
E	8/22/2017	3.18	Changed record retention time to ten (10) years. Added requirement to forward quality records to Bomco if supplier ceases operations for any reason.	GCY
E	8/22/2017	3.20	Added section heading for subtier control.	GCY
E	8/22/2017	3.23	Added section for control of work transfers.	GCY
E	8/22/2017	3.24	Added section for supplier corrective action requests. Moved from 3.12.	GCY
F	4/27/2018	1.1	Updated Purpose to include terms per AS9100.	GCY
F	4/27/2018	3.16.1	Removed medium risk category.	GCY
F	4/27/2018	3.16.2	Removed medium risk category.	GCY
F	4/27/2018	3.22	Added requirements for ensuring supplier personnel are aware of their contributions to product or service conformity, product safety, and the importance of ethical behavior.	GCY
F	4/27/2018	3.25	Added requirements for prevention of counterfeit parts.	GCY
F	4/27/2018	Multiple	Minor editorial changes.	GCY
G	12/06/2019	3.6.1	Changed supplier quality survey frequency from 2 years to 3 years.	GCY
G	12/06/2019	3.9.1 – 3.9.5	Clarified Conflict Minerals requirements.	GCY

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Purchasing Quality Assurance Requirements

Revision	Date	Paragraph	Summary of change	Authorized by
H	1/07/2023	Mutliple	Sections 3.4, 3.5, 3.6, 3.7, 3.8, 3.10 were previously 3.2, 3.3, 3.4, 3.5, 3.6, 3.7.	GCY
H	1/07/2023	3.2	Added Section 3.2: Upon receipt of a Bomco Purchase Order...	GCY
H	1/07/2023	3.3	Added Section 3.3: When sub-tier suppliers are used to provide...	GCY
H	1/07/2023	3.9	Added Section 3.9: Unless otherwise specified on the purchase order, AS13100 applies...	GCY
H	1/07/2023	3.29	Added Section 3.29: Material and Special Process - Supplemental Requirements	GCY
J	2/24/2023	3.12	Changed to Conflict Minerals & Extended Minerals. Added requirements for Cobalt and natural Mica, and related EMRT reporting template for these minerals.	GCY