

SUBJECT: PROCUREMENT QUALITY CLAUSES	PROCEDURE NO.: SUP005	
	REV. A	ISSUE DATE: April 30, 2021
	PAGE 1	OF 4

Notwithstanding the provisions of any of the following clauses, the supplier is in no way relieved of the final responsibility to furnish the supplies or services as specified or referenced in the purchase order.

Clause 001 - ISO 9000 QUALITY SYSTEM

The supplier in performance of this order shall maintain a quality system conforming to ISO 9001:2015.

Clause 002 - AS 9100 QUALITY SYSTEM

The supplier in performance of this order shall maintain a quality system conforming to AS9100 REV D.

Clause 003 – BOEING APPROVED SOURCE

The supplier in performance of this order shall be listed in the Boeing Approved Process Sources (D1-4426). The supplier shall be obligated to inform Haydon Kerk if this recognition is withdrawn subsequent to the initiation of the order. The order shall be contingent upon the continued listing and approval of the supplier in this document.

***Clause 004 - SUPPLIERS OWN QUALITY SYSTEM**

The supplier in performance of this purchase order shall provide and maintain a quality system which assures product conformance to requirements and which has been approved by Haydon Kerk records providing evidence of inspection and conformance to these requirements shall be maintained for a minimum of 7 years and access to these records shall be granted to Haydon Kerk, its' customers, and regulatory authorities.

***Clause 005 - CALIBRATION SYSTEM**

Any product or material delivered in fulfillment of this purchase order which requires measurement or test to ensure conformance to specifications, will have been measured or tested using equipment the calibration of which is traceable to the National Institute of Standards Technology (NIST).

***Clause 006 - CERTIFICATE OF COMPLIANCE**

The supplier in performance of this purchase order shall provide a certificate of compliance (or conformance) with each shipment as a precondition of invoice payment. This document certifies that the specified quantity of parts or material, shipped on the indicated date are in full compliance with all referenced drawings, specifications, and other purchase order requirements and that inspection or test reports and other substantiating documents are on file and available for examination upon request. **ROHS and REACH requirements to the latest directive must be submitted with each shipment.** This certificate must be signed by a responsible company official.

Clause 007 - CERTIFICATE OF TRACEABILITY

A certificate of traceability is required with each shipment and must show traceability to a specific batch, lot, or date code reference. If the material was not manufactured by the supplier, then the actual producer must be identified by name and location.

Clause 008 - CERTIFICATE OF COMPOSITION (MATERIAL PROPERTIES)

A certificate of composition is required with each shipment. Actual results of physical, chemical, or electrical tests will be furnished as required by the purchase order requirements. This certificate must be traceable to the material shipped and show data for all the characteristics listed on the appropriate specification described in the purchase order.

***Clause 009 - PROCESS CONTROL**

The parts or material supplied against this purchase order must be processed in accordance with the requirements of the product specification listed on the purchase order. If required by the specification, the actual producer must be currently qualified to produce to this specification and shown on the appropriate approval list.

Clause 010 - SPECIAL (CRITICAL) PROCESS CONTROL

The item requested by this purchase order requires the use of a special or critical process for its fabrication. Objective evidence must be available for our examination showing certification of the process and the operators, as applicable. If required by the governing specification or drawing, the process shall conform to the stated specification.

***Clause 011 – Haydon Kerk VERIFICATION**

Materials or items requested by the purchase order will be inspected and or tested upon receipt at Haydon Kerk to verify full conformance to all specified requirements. Failure of any of the items to meet all requirements may result in an immediate rejection of the entire shipment and return at the suppliers' expense.

SUBJECT: PROCUREMENT QUALITY CLAUSES	PROCEDURE NO.: SUP005	
	REV. A	ISSUE DATE: Mar 30, 2021
	PAGE 2	OF 4

Clause 012 - SOURCE INSPECTION

This material may be verified by a representative of Haydon Kerk at the supplier facility prior to shipment if notified by Haydon Kerk purchasing that source inspection is required. Evidence of this verification must accompany each shipment. Final acceptance of product will be at Haydon Kerk. A minimum of three (3) days' notice is required prior to expected ship date for Haydon Kerk to provide for this source verification. Adequate facilities and personnel shall be made available to the Haydon Kerk representative by the supplier to support this activity. Haydon Kerk source inspection does not absolve the supplier of the responsibility to meet the specified requirements of the purchase order.

Clause 013 - FIRST ARTICLE REQUIRED

A "First Article" inspection or test will be performed to all requirements of the controlling documents at the supplier's facility by the supplier under the following conditions: (1) new suppliers (not previously used by Haydon Kerk), (2) established suppliers who have not previously provided the part or material, (3) established suppliers who have not supplied the ordered part or material for a consecutive 12 month period (if specified by purchase order). All characteristics will be recorded and verified and shipped with the item/material, prior to shipment of the production lot or order. Haydon Kerk reserves the right to witness First Article inspections at the supplier's facility if necessary.

*** Clause 014 - CHANGES**

The supplier shall not make any changes in design, processes, or material from the initially supplied product to that supplied against this purchase order without written consent from Haydon Kerk.

***Clause 015 - AGE SENSITIVE MATERIAL (SHELF LIFE)**

If applicable, a traceable statement of useful shelf life and storage conditions shall accompany material specified on this purchase order that is considered by the manufacturer to have a limited shelf life. Upon receipt, at least 90% of its useable shelf life must remain or the material will be returned for replacement.

***Clause 017 - Haydon Kerk ACCESS**

Haydon Kerk reserves the right to conduct product-oriented surveys at the supplier's facility to determine compliance with the requirements of this purchase order. Haydon Kerk further reserves the right to allow its customers or the government to observe these survey activities.

***Clause 018 - VENDOR REQUEST FOR VARIATION**

The supplier is required to comply with the requirements of this purchase order. However, where circumstances dictate, a supplier may request permission to deliver nonconforming items or material by submitting a request in writing to Haydon Kerk purchasing, prior to shipment of the items or material. Haydon Kerk Material Review Board shall evaluate these requests for variations or waivers and notify suppliers of their decision. Samples of the nonconforming items or material may be requested by Haydon Kerk to assist in their evaluation.

***Clause 019 - SUPPLIER CORRECTIVE ACTION REQUESTS**

All Haydon Kerk requests for supplier corrective action regarding defective product received at Haydon Kerk shall be responded to by the supplier. These notices reflect quality concerns and responses must address the cause and actions instituted at the supplier's facility to preclude recurrence. Replies must be signed by a responsible official of the company and returned to Haydon Kerk within the allotted time. Failure to respond to these requests may jeopardize continued business with Haydon Kerk.

Clause 020 - Haydon FURNISHED ITEMS

Haydon Kerk furnished parts, components, materials, and other items supplied on this order are on the basis that the supplier agrees that said items are satisfactory and adequate in all respects including scrap allowance to perform this purchase order. The supplier is required to notify Haydon Kerk if the fulfillment of this purchase order cannot be made due to defective items or material.

Clause 021 - CERTIFICATION OF CALIBRATION REQUIREMENTS

The calibration laboratory or facility providing calibration service in the performance of this purchase order shall provide a calibration certification report to include the following as a minimum:

1. Identification of each item (name and number)
2. Date of calibration
3. Identification and accuracy of calibration standards used

SUBJECT: PROCUREMENT QUALITY CLAUSES	PROCEDURE NO.: SUP005	
	REV. A	ISSUE DATE: Mar 30, 2021
	PAGE 3	OF 4

4. N.I.S.T. test number, including date
5. Environmental conditions
6. Calibration corrections, and or repair information (if applicable)
7. Certification to N.I.S.T.

Clause 022 - GOVERNMENT SOURCE INSPECTION

Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the government representative who normally services your plant so that appropriate planning for government inspection can be accomplished.

Clause 023 - TOOL PROOFING/QUALIFICATION

Acceptance of production tooling shall be contingent upon Haydon Kerk acceptance of product produced by the tooling through visual, dimensional and when applicable, electrical testing. This proofing/qualification sample shall be shipped to Haydon Kerk accompanied by an inspection report and identified to the corresponding tool number.

Clause 024 - HEAT TREATMENT CERTIFICATION

The supplier in performance of this purchase order shall provide documented certification that the parts/material were subjected to heat treatment as specified by the controlling specification or drawing. This report must describe the heat treatment and contain the signature and title of the certifying individual.

Clause 025 - PHYSICAL TEST REPORT

The supplier in performance of this purchase order shall provide a physical test report verifying the physical properties of the materials submitted conform to specification or drawing requirements. This report must contain the signature and title of the certifying individual.

Clause 026 - FUNCTIONAL TEST REPORT

The supplier in performance of this purchase order shall perform functional testing as required by the applicable specification or drawing. A copy of the actual test results reflecting the parameters tested will be shipped with the product and contain the name and title of the testing individual.

Clause 027 - IDENTIFICATION/MARKING

The supplier in performance of this purchase order shall ensure each part or article submitted for acceptance is properly identified or marked as specified by the applicable specification or drawing.

***Clause 028 – OZONE DEPLETING SUSBTANCE REQUIREMENTS**

Suppliers shall comply with the labeling requirements for Class I and II ozone depleting substances as required by Section 611 of the Clean Air Act, amendments of 1990 and the final rules 40 CFR Part 82. The supplier shall accurately label any products which it is supplying to the buyer that contain a controlled substance or are manufactured with a controlled substance. In the event the supplier discovers that it has failed to comply with the labeling requirements of the act, it shall notify the buyer of those products which failed to comply with the labeling requirement of that act.

Clause 029 – HAMILTON SUNDSTRAND ASQR-01 APPLICATION

Suppliers shall maintain a quality system that complies with the requirements of Hamilton Sundstrand's ASQR-01 "Supplier Quality System Requirements" when the product being procured is identified by the Haydon Kerk buyer as a part unique to Hamilton Sundstrand products. Copies of ASQR-01 are available from Haydon Kerk or through the Hamilton Sundstrand website.

***Clause 030 – FLOW DOWN**

A supplier, in performance of this purchase order, shall "flow down" to his suppliers the same quality clauses (requirements) assigned to him as noted on this purchase order. It is the responsibility of the supplier listed on this purchase order to ensure his lower tier suppliers understand and comply with the stated quality clauses.

***Clause 031 – PREVENTION OF COUNTERFEIT PARTS**

The supplier in performance of this purchase order shall plan, implement, and control processes appropriate to the product for the prevention of counterfeit part use and their inclusion in product delivery to Haydon Kerk.

***Clause 032 – IMPORTANCE OF ETHICAL BEHAVIOR**

Suppliers shall conduct its business in an ethical, legal, and socially responsible manner.

SUBJECT: PROCUREMENT QUALITY CLAUSES	PROCEDURE NO.: SUP005	
	REV. A	ISSUE DATE: Mar 30, 2021
	PAGE 4	OF 4

Legal Compliance: The supplier shall comply with the applicable laws and regulations of the countries in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices.

Environmental: The supplier shall act in accordance with all applicable statutory laws, regulations and international standards regarding environmental protection and requirement. **Supplier is obligated to fulfill requirements of the ROHS guidelines and REACH regulations to the latest directive.**

Health and Safety: The supplier shall conduct its business operation in accordance with all applicable health and safety laws and regulations. The supplier shall provide its employee with safe and healthy work environment and provide training regarding health and safety to its employee to prevent accident or work-related injuries.

Business Ethics: The supplier shall conduct their business in accordance with the highest standards of ethical behavior and comply with all applicable ethical trade laws and regulations in the countries of operation. The supplier shall not engage in price fixing or any other unfair trade practices. All forms of illegal or inappropriate activity, including, but not limited to, corruption, misrepresentation, or bribery, are strictly prohibited.

Confidentiality: Supplier shall respect and safeguard Haydon Kerk confidential and proprietary information and shall use such information only for the purposes authorized by Haydon Kerk.

Clause 033 – DFARS

DFARS clause 252.225 7014 requires all metals used to produce Haydon Kerk switch components must be melted in the USA or qualifying country per 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

* Clauses are standard on all purchase orders.