

**Quality Terms and Conditions**

Suppliers to Stretch Forming Corporation must comply with Quality Clause Q1.

Additional Quality Clauses will be noted on the Purchase Order as required.

Q1.

1. Any delay in shipment for any reason must be conveyed to Stretch Forming Corporation purchasing as soon as the delay is known by Seller.
2. Any changes to the contract requirements by the Seller must be approved by Stretch Forming Corporation in writing.
3. All information in the contract must be held in confidence by the Seller and no third party request for information will be authorized unless instructed in writing by Stretch Forming Corporation representative.
4. In addition to Stretch Forming Corporation right of entry, the Seller agrees to right of entry for our customers, or regulatory agencies, to all facilities and records in the performance of this contract.
5. All applicable requirements must be flowed down to Seller sub-tier suppliers.
6. Seller(s) are required to notify Stretch Forming Corporation quality department prior to transferring any Stretch Forming Corporation work to a new facility. Stretch Forming Corporation Q.A. Manager will determine prior to the transfer if Seller(s) may perform the transfer of work.
7. Seller(s) are required to notify Stretch Forming Corporation quality department of nonconforming product and to make proper arrangements for approval. Seller(s) shall take prompt action to detect and correct conditions which have resulted, or could result, in the production of nonconforming articles. Seller(s) corrective action system shall cover all phases of their quality system activities from material procurement through delivery of articles to Stretch Forming Corporation and shall include corrective action with Seller’s suppliers. Seller shall respond to Stretch Forming Corporation request for corrective **action to eliminate the cause of nonconformities in order to prevent their recurrence. When responding, the Seller shall also provide objective evidence of the completed analytical tools utilized to determine the Root Cause(s) of the nonconformity.** Seller shall establish and expedite any necessary corrective action concerning non-conformances for which the manufacturer is responsible. Failure to provide an acceptable Root Cause Corrective Actions (RCCA) by the assigned due date could result in further being initiated and or removal from Stretch Forming Corporation Approved Supplier List.
8. Seller(s) shall permit Stretch Forming Corporation to conduct audits of Seller(s) quality system to evaluate of compliance with ISO 9001 / AS9100 and/or contractual requirements. Seller shall make available to Stretch Forming Corporation during audits a copy of each specification, procedure, record or special requirement deemed by Stretch Forming Corporation to be necessary for proper evaluation. **Stretch Forming Corporation may use one or more requirement specific assessment checklist during the audits to determine compliance.**
9. The Seller shall maintain adequate records of all inspections and tests. Records shall be kept for a period of ten (10) years after final payment for supplies or services.
10. Without Buyer's prior written approval, Seller shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Contract or the Goods or program to which it pertains. Seller shall be responsible to Buyer for any breach of such obligation by any subcontractor.
11. Seller shall promptly notify Buyer’s Authorized Procurement Representative and Supplier Quality Representative of intended or actual changes in the management representative with assigned responsibility and authority for its quality management system.
12. Seller shall promptly notify Buyer’s Authorized Procurement Representative and Supplier Quality Representative in writing of intended or actual major change to its quality management system that may affect the conformity of its goods or services. Each change to Seller’s quality management system is subject to review by Buyer. Seller shall include, as part of the written notification of change to its quality management system, a list of changed procedures identified by revision level, a description of the intent of the changes and a signed statement that compliance with Buyer’s quality system approval has not been diminished.
13. Seller shall promptly notify Buyer’s Authorized Procurement Representative in writing of intended or actual change to the manufacturing processes that may affect the quality of delivered goods and services. This includes changes to Seller’s and Seller’s subcontractors manufacturing facility location for the contracted goods or services, equipment, or processes for which the product was qualified. Seller shall promptly notify Buyer’s Authorized Procurement Representative in writing of change to its quality control process that may affect the inspection verification of conformity or airworthiness. Notification shall document effect of change to inspection with respect to fit, form, reliability, function, conformity, airworthiness of the Seller’s goods or services. Each change to Seller’s quality control system is subject to review by Buyer.
14. Seller shall promptly notify Buyer’s Authorized Procurement Representative of any occurrence of natural disaster that diminishes Seller’s ability to deliver conforming goods or services.
15. When specifically requested by Buyer, Seller shall make specified quality data and/or approved design data available in the English language. Seller shall maintain an English language translation of (1) its quality manual, (2) the operating instructions that implement the quality manual requirements, and (3) an index of Seller’s procedures that contain quality requirements. Buyer may require additional documentation to be translated, including but not limited to: shop orders, technical specifications, certificates, reports, and nonconformance documents.
16. This Contract may contain defense related technical data. Buyer has obtained, or will obtain, the approval of the U.S. Government to furnish to Seller the data, and any other items hereunder requiring such approval, which are necessary for Seller to perform this Contract. U.S Government approval is based upon the following ITAR requirements with which Seller agrees to comply:

(1) Seller shall use the technical data furnished by Buyer only in the manufacture of defense articles in accordance with this Contract.

(2) Seller shall not disclose or provide technical data furnished by Buyer to any person except authorized U.S. citizen, protected person, permanent resident alien (immigrant alien). If Seller is a “Foreign Person,” it may also disclose or provide technical data furnished by Buyer to its employees who are citizens of the same country and qualified subcontractors in the same country which require the data in performance of the subcontracts.

(3) Seller shall not disclose or provide technical data furnished by Buyer to any foreign person either in the U.S. or abroad unless obtaining prior authorization directly from the U.S. Department of State Office of Defense Trade Controls (ODTC). ITAR defines a “foreign person” as any person who is not a U.S. citizen, permanent resident alien, or a protected individual as defined by 8 USC 1324B(a)(3). Foreign person also means a foreign corporation (corporation not incorporated in the U.S.), foreign government, and any agency or subdivision of foreign governments (i.e. diplomatic mission).

(4) Seller shall not acquire any rights in the data furnished by Buyer except to use it in the performance of this Contract. Seller also shall not convey to its qualified subcontractors any greater rights in the data than Seller has. Seller’s qualified subcontractors shall only have the right to use the data as required in performance of their subcontracts.

(5) Seller shall deliver the defense articles manufactured in accordance with this Contract only to Buyer or to the U.S. Government.

(6) Upon completion or termination of this Contract, Seller shall destroy or return to Buyer all technical data furnished to Seller by Buyer pursuant to this Contract. At Buyer’s election, Buyer may direct Seller to return or destroy the data and may require Seller to certify in writing that Seller has complied.

(7) Seller shall impose these requirements, (1) through (7), suitably revised to identify the parties properly, on all of its subcontractors to which Seller intends to furnish technical data provided by Buyer for use by the subcontractors in performance of the subcontracts.

Q2.

1. Machining Seller must furnish inspection report, Certificate of Conformance, and as applicable Material and Processing Certifications for the parts they submit.

Q3.

1. First Article Inspection Reports in accordance with AS9102 shall be submitted to Stretch Forming Corporation, prior to the beginning of production. The Seller assumes all financial responsibility for replacement, rework and material when production of parts has begun without First Article Inspection approval from Stretch Forming Corporation.

Q4.

1. Processing suppliers must furnish processing certifications to the purchase order requirements, and shall not process any parts for which they are not certified or approved after 01-01-05 NADCAP.
2. Processing certifications at a minimum must reference the following: SFC PO number, SFC job number, all applicable specifications processed with latest revision, all applicable specification departures with latest revision, and all applicable type or class designations under applicable specification. When type or class designation is not specified by SFC PO or end user engineering, default type or class as designated by appropriate specification must be referenced.

Q5.

1. Material Seller(s) must furnish material certifications to the purchase order requirements, and shall not supply material for which they are not certified or approved.

Q6.

1. Seller shall maintain a FOD prevention program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention.
2. Whenever and/or wherever FOD entrapment or foreign objects can migrate, Seller shall ensure that applicable Quality Clause Q4R FOD requirements are flowed down to Seller(s) subcontractors at every tier.
3. Prior to closing inaccessible or obscured area and compartments during assembly, Seller shall inspect for foreign objects/materials and ensure no FOD barriers remain embedded, e.g. embedded protective plugs. Seller shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD.By Delivering Items to Stretch Forming Corporation, Seller shall be deemed to have certified to Stretch Forming Corporation that such Items are free from any foreign materials that could result in FOD.
4. Seller may use Quality Clause Q4R Revision 4 to meet FOD requirements in any other PO with prior versions of Quality Clause Q4R imposed between Stretch Forming Corporation, acting for and through Lockheed Martin Aeronautics Company, and Seller, provided that Seller does so at no increase in price.