

The following General Quality Clauses apply in their entirety when this document is referenced on Electron Energy Corporation (EEC) Purchase Orders (PO). The Unique Quality Requirements will only be applicable when specified on the purchase order.

Any deviations or waivers from the quality requirements specified in the document or on the purchase order must have prior written approval from EEC Quality Department or EEC Purchasing Department.

Gen General Quality Terms and Conditions – Applicable to all orders

G1 Nonconforming Material

The Supplier shall not ship or make any **unauthorized** repairs to product with the intent of delivering material that does not fully meet the purchase order, drawing or product specification requirements. The Supplier **shall** notify EEC of potential non-conformances prior to shipment. Authorization to ship nonconforming material may be approved with prior notification and approval from EEC Quality Assurance. Shipping of nonconforming material without written prior approval may result in supplier disqualification.

G2 Notice of Escapes

In the event of an escape (non-conformities discovered by the Seller post shipment), the Seller shall report to the Buyer in writing within 24 hours of the seller discovering the non-conformance.

Reporting shall include:

- a. Part number
- b. PO number
- c. Quantity
- d. Dates items were shipped and lot code or date code information
- e. Defect description
- f. Containment Action
- g. Suggest disposition with justification
- h. Root cause analysis, if determined

An escape may result in a SCAR from the Buyer

G3 Quality System

Seller shall maintain a quality management system (QMS) that meets the requirements of ISO 9001:2008. EEC may choose to use a Supplier that does not meet these requirements based on business needs if it does not conflict with customer requirements. Upon request the supplier must supply a current copy of their Quality Manual.

G4 Frozen Processes (Product or Process Changes)

The supplier shall not make any changes in processes which may affect the form, fit, function, performance, durability and/or safety of the goods to be delivered to EEC. For the purpose of this clause, a process is defined as any procedure or practice used during the planning, manufacture, inspection or packaging of a deliverable item (**this includes changes of sub-tier suppliers through the duration of the PO**). Seller further agrees to notify Buyer of changes to the location of manufacturing facilities. The seller is required to flow down these requirements through their supply chain; including all customer and other applicable requirements. EEC must be notified of changes prior to implementation.

G5 Supplier Corrective Action Requests (SCAR)

SCARs must be provided by the seller on or before the Response Dues Date noted on the Corrective Action Report (CAR) form. The CAR must include root cause analysis, corrective action, verification and actions to prevent recurrence. An extension may be granted by EEC Quality Assurance if additional time is required to investigate the problem.

G6 Foreign Object Debris/ Damage (FOD)

Seller shall maintain and FOD prevention program. The program shall include the review of manufacturing, packing and shipping processes to identify and eliminate foreign object entrapment. By delivering items to the Buyer, the Seller shall be deemed to have certified to the Buyer that the items delivered are free from foreign materials that could result in FOD.

G7 Record Retention

Records shall provide objective evidence of test and/or inspection data applicable to product drawings and specifications. Record retention shall be a minimum of 7 years unless otherwise stated on the PO. Records shall include corrective actions when applicable. Records that are over their retention time shall be disposed of by burning, shredding or by a secure disposal service.

G8 Flow Down of Requirements

The supplier is responsible to ensure that all applicable requirements are flowed down to sub-tier Suppliers. Where a sub-tier Supplier controls critical processes, characteristics or features, the Supplier is responsible for control of sub-tier Suppliers and assuring that the sub-tier Supplier meets purchase order requirements. The Supplier is responsible to ensure that the sub-tier Supplier is using the latest process/ drawing revisions.

G11 Right of Entry

EEC, EEC’s customer and regulatory authorities shall be given access, to the applicable areas of all facilities, at any level of the supply chain, involved in the order, shall be permitted to inspect and examine the goods being purchased and review all applicable records. Additionally, EEC, EEC’s customers and regulatory authorities shall be given access to the manufacturing processes used to manufacture the goods being purchased. The Seller shall inform EEC of any proprietary processes prior to the visit.

G10 Workmanship

The Supplier shall ensure a consistently high quality of workmanship. Workmanship shall be monitored to assure that the purchase order and specification requirements are being maintained.

G11 Inspection

The Seller shall maintain an inspection system capable of ensuring that all of the work performed and product delivered conform to the requirements of the Purchase Order, drawings, and specifications required by these Terms and Conditions. Unless otherwise specified on the Purchase Order, sampling plans that conform to ANSI/ASQC Z1.4-1993, c=0, shall be used for all inspection. The Buyer, at its discretion, may inspect and/or test the work being completed on the product at any reasonable time. Notwithstanding any previous inspection, the buyer may reject nonconforming product or require the Seller to correct the defects without charge or negotiate back charges for costs related to rework performed by Buyer. Within 60 days of delivery of the product the Buyer shall accept, reject, or require the correction of defects. Payment does not constitute acceptance and does not relieve the Seller of liability for failure to conform to requirements.

G12 Calibration

The Supplier **shall implement and maintain** a system for the control and maintenance of measuring and test equipment in accordance to ANSI/NCSL Z540-1 or equivalent. The Calibration System shall be documented, accountable, and traceable and provide for initial and re-calibrating during the life of the equipment to traceable standards (ex NIST).

G13 Documentation

The Seller shall maintain documented work instructions, as necessary. These instructions shall be maintained current and be accessible for the use at the work station.

G14 Industry Standards

Parts and processes related to orders must conform to the current published revision of specifications referenced on the drawing, unless otherwise specified on the Purchase Order.

G15 Property Furnished by Buyer

All drawings, material specifications, tooling, and other items supplied by the Buyer, shall be kept confidential, and remain the property of the Buyer. This property shall not be used for any purpose other than the completion of the Buyer's Purchase Order without the written permission of the Buyer. This property shall not be disposed of without the permission of the Buyer and shall be returned promptly upon request. Items owned by the Buyer and goods made using the Buyers specifications, drawings, or samples shall not be copied in whole or part, furnished, offered for sale, quoted, or advertised for sale by the Seller without the expressed written consent of the Buyer.

G16 Limited Shelf Life Materials

The Seller shall identify all materials that have definite characteristics of quality or performance degradation with age or environment. The Seller shall identify this on the container with an expiration date. Materials shipped to Buyer must not have exceeded one-third of their shelf life, unless Buyer agrees in writing.

G17 Software Control

Non-deliverable software that is used to inspect physical characteristics or attributes of the product (such as CNC) and software used in the manufacture or product shall be controlled by the seller to ensure software development, testing, documentation and revision level are adequately controlled and maintained.

G18 Certificate of Conformance

A Certificate of Conformance (C of C) shall be provided with each lot. The C of C shall include a statement that the items meet the requirements of the purchase order and/or specifications referenced on the drawing and/or purchase order. C of C's must include, as a minimum the following:

Supplier Name and Address
Purchase Order (PO) Number
Part Number on PO
Part Revision on PO

Date Code or Lot Number as Applicable
Serial Numbers as Applicable
Quantity of Parts Shipped
Statement of Compliance

Date of C of C
Signature of Authorizing Agent

G19 Counterfeit Parts Prevention

Supplier shall establish and maintain a Counterfeit Parts Prevention Plan that meets the intent of AS9100D, Detection, Prevention and Communication. The supplier shall flow this requirement down to any sub-tier suppliers.

Unique Quality Requirements – Applicable only when specified on the Purchase Order

01 ISO9001 Certified Quality Program

The Supplier shall have a QMS that is third party certified to ISO9001 or equivalent

02 AS9100 Certified Quality Program

The Supplier shall have a QMS that is third party certified to AS9100 or equivalent

03 First Article Inspection (Reference AS9102)

A First Article Inspection shall be in compliance with AS9102 and be provided for the initial shipment of any EEC Controlled or Designed Part Number.

The Supplier shall record all measurable characteristics, including a verification of drawing notes. The Supplier shall forward a signed copy of the report along with any material certifications (ex. Plating, Composition, Paint, etc.) with the initial lot.

The First Article Inspection Report (FAIR) shall include: part number, drawing number, drawing and parts list revisions, drawing dimension, tolerance, measured dimension, electrical tests, sheet number and zone, stamp or signature of person performing the inspection and date of inspection. Coordinate measuring machine printouts are acceptable as long as a dimensional map is provided.

Additional FAI Clarifications

- If there has been a 2-year or greater lapse in production, a new FAI is required. A new FAI is required for changes in manufacturing location. The FAI sample shall have been fabricated using the same parts, materials and processes where production will be performed. An FAI shall not be performed on prototype parts, unless specified
- When there is a change in drawing revision, inspection methods, tooling, or materials with the potential of affecting form, fit or function, an FAI is required for the area affected by the change only.

04 Functional and Dimensional Reports

A signed legible copy of actual test results shall be submitted with each lot. Actual readings are to be supplied for all quantitative measurements. Notations that readings are within specification limits will be accepted only for those tests performed on automatic or “go/no go” equipment lacking quantitative readout capability.

05 Chemical/ Physical Reports

A test report verifying the physical and chemical properties as specified in the applicable documentation shall be provided.

06 Raw Material Certification Reports

When requested, Suppliers of raw materials (rails, bars, rods, etc.) shall be able to provide material certification to the original melt lots.

07 Test Data

Test data is required with each shipment. The test data shall be traceable to the serial number or lots for each test performed.

08 Government Source Inspection

Government Source Inspection is required prior to shipment. The Supplier shall furnish, at no cost, the necessary facilities, equipment, data and perform tests as required by applicable drawings, specification, and inspection instructions. The Government reserves the right to re-inspect or re-test all items covered by this purchase order. Final acceptance will be made at EEC facilities. Please notify your Government Representative to allow for adequate planning for Government Source Inspection.

09 EEC Source Inspection

EEC Source Inspection is required prior to shipment. EEC reserves the right to re-inspect or retest all items covered by this purchase order. Final acceptance will be made at EEC facilities. Please notify the Buyer on the purchase order to allow for adequate planning for the Source Inspection. The Supplier shall furnish, at no cost, the necessary facilities, equipment, data and perform tests as required by applicable drawings, specification, and inspection instructions.

10 Customer Source Inspection

EEC Customer Source Inspection is required prior to shipment. EEC's Customer reserves the right to re-inspect or retest all items covered by this purchase order. Final acceptance will be made at EEC facilities. Please notify the Buyer on the purchase order to allow for adequate planning for the EEC Customer Source Inspection. The Supplier shall furnish, at no cost, the necessary facilities, equipment, or data, and perform tests as required by applicable drawings, specification, and inspection instructions.

11 Preference for Domestic Specialty Metals

All purchase orders are to be compliant to DFAR 252.225-7014. Suppliers shall provide evidence of compliance, including flow down to all sub-tier Suppliers with all shipments.

12 Document Procedures

If required, documents will contain and suppliers will adhere to statement: "The recording of false, fictitious or fraudulent statements or entries on any document may be punishable as a felony under federal statute."