

Helical Products Co., Inc.

Supplier Quality Assurance Purchase Order Clauses

Q01 GENERAL REQUIREMENTS

1. Supplier Responsibilities

1.1. Delivery Certification

By delivering products or services on the Contract, the Supplier certifies that such products or services are in compliance with all applicable requirements of the Contract, and objective evidence of compliance is available and will be furnished to Helical for review upon request.

1.2. Compliance to Contract Requirements

The Supplier is responsible to verify and demonstrate compliance to all Contract requirements. Neither audit, surveillance, inspection and/or tests made by Helical, representatives of Helical, or representatives of Helical's customers, at Supplier's facilities or at the facilities of the Supplier's sub-tier sources, or upon receipt at Helical, relieves the Supplier of the responsibility to furnish acceptable products or services that conform to all Contract requirements, nor does it preclude subsequent rejection by Helical or Helical's customers.

1.3. Control of Sub-tier Sources

The Supplier, as the recipient of the Contract, is responsible for meeting all Contract specified technical and quality requirements, whether the Supplier performs the work, or the work is performed by the Supplier's sub-tier sources. When the Supplier uses sub-tier sources to perform work on products and/or services scheduled for delivery to Helical, the Supplier shall include (flow-down) on Purchase Orders or Contracts, to his sub-tier sources, all of the applicable technical and quality requirements of the Helical Contract, including when applicable the requirement to document and control 'key characteristics' and/or 'key processes', and to furnish certifications and test reports required by the applicable 'Q' Clauses.

1.4. Requirements for qualification of personnel

The Supplier shall employ competent personnel to ensure that all Purchase Order requirements are met and all applicable processes affecting the final quality of the product in the Purchase Order were rendered by qualified personnel. The supplier shall maintain appropriate records of training and qualifications

1.5. Access to Suppliers Facilities

During Contract performance, the Supplier shall grant reasonable access to Supplier's facilities to representatives of Helical, Helical customers, US government and/or regulatory agencies for the purpose of evaluating Suppliers conformance to all Contract requirements. When applicable, the access requirement shall be flowed-down by Supplier to Suppliers' sub-tier sources.

2. Document Control

2.1. Applicability of Documents

All documents, including drawings and specifications, Helical, Industry, National, International, Federal, US Government and others, are applicable to and considered part of the Contract requirements when such documents are specified directly in the Contract or in documents referenced by the Contract. Unless otherwise specified by the Contract, all of the lower tier documents referenced in Contract specified documents are applicable to the Contract.

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2.2. Document Revision Status

Unless otherwise specified by the Contract, the document revision in effect on the date of issue of the Contract, applies to the Contract.

2.3. Document Sources

Copies of Helical proprietary documents, or Helical customer proprietary documents, required by the Supplier to comply with Contract requirements will be furnished to the Supplier by Helical with the Contract. Copies of Industry, National, International or US Government documents and Standards are generally available on the internet or from commercial sources. The Supplier is responsible for obtaining such documents, including current revision of such documents. Any problems experienced by the Supplier in obtaining required documents should be brought to attention of the Helical Buyer.

2.4. Control & Release of Helical Furnished Documents

Proprietary documents furnished by Helical to the Supplier are furnished solely for Supplier to use during performance of work on the Helical Contract. Proprietary documents are Helical or Helical customer documents and may be furnished to the Supplier in hard copy, electronic or other format. The Supplier is responsible for controlling and maintaining such documents to preclude loss, damage, alteration and/or deterioration.

Unless authorized by Helical Buyer in writing, the Supplier may not transmit or furnish any proprietary documents, or copies of such documents, to anyone outside the Supplier's business organization except to a sub-tier source used by the Supplier for performance of work on the Helical Contract. The Supplier shall return to Helical all proprietary documents with the last delivery of products or services on the Contract. In those cases where proprietary documents were furnished to the Supplier in electronic format or media, the Supplier shall purge such documents from the Supplier's electronic database immediately after the last delivery of products on the Contract. Helical may request the Supplier to furnish objective evidence that proprietary documents have been purged from the Supplier's electronic database. The Supplier shall invoke a similar 'document control' clause or statement on the Supplier's Purchase Orders or Contracts to his sub-tier sources, when such sources will be in receipt of Helical proprietary documents during performance of work for the Supplier.

3. Prohibited Practices

The following acts and practices are prohibited, unless approved by Helical in writing. Any violation by the Supplier may result in disqualification of the Supplier for future business with Helical. In addition, the Supplier shall invoke (flow-down) the requirements of sections 3.1 through 3.3 to all of the Supplier's sub-tier sources performing work for the Supplier that is scheduled for delivery to Helical on the Contract.

3.1. Unauthorized Product Repairs & Salvage

The Supplier may not perform any repairs such as welding, brazing, soldering, plugging, peening, bushing, or use of paints, adhesives or plating, or use any standard or other repair practice or method, on products damaged or found to be discrepant during fabrication or processing, or, on defects in castings or forgings, unless such repairs are specifically permitted by the applicable drawing or specification, or are specifically authorized by Helical in writing for each occurrence. Unless specifically authorized by Helical, this prohibition also applies to reworking products by removing plating (stripping) and re-plating. In those cases, where Helical authorized product repair, salvage or stripping has been accomplished, the Supplier shall include on the packing list/shipper or on a separate attached document a list of the products that have been subjected to such Helical approved repair, salvage or stripping, and the method used.

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3.2. Unauthorized Product Changes or Substitutions

The Supplier may not make any changes or substitutions to any products or services required by the Contract, drawing, specification, standard, or other applicable document without prior written authorization by Helical. Authorization may be contingent on Helical conducting an on-site review of the proposed product or service changes at the Supplier's facilities, or the facilities of the Supplier's sub-tier sources.

3.3. Altering Data on Documents

The use of any method that causes the original data on documents to be obliterated and unreadable (i.e. the use of correction fluids, correction tape, write-over, or other methods) to correct, modify or otherwise alter the data and/or entries on any certifications, test reports or other documents required by the Contract, is strictly prohibited. Corrections may be made on inspection reports such as FAIR's, providing it is clearly obvious that a correction was made and it is signed (initialed) or stamped by an authorized individual. Upon receipt at Helical, products or services represented by documents that show evidence that they have been corrected or altered in an unauthorized manner are subject to return to the Supplier at Supplier's expense.

4. Contract Changes & Their Effectivity

4.1. Helical Initiated Changes

The Supplier shall incorporate, at the specified and agreed upon effectivity points, all changes initiated by Helical and communicated to the Supplier through a formal Contract change and/or amendment. Such changes may be in the form of revised drawings, specifications, tests, inspection or fabrication methods, etc., and may apply to products as well as to the Supplier's management and administrative systems. The Supplier's business management system shall include appropriate controls and records, including controls at the Supplier's sub-tier sources, which provide objective evidence that changes were incorporated as required by the Contract. Objective evidence may be in the form of date, lot, serial number, revision letter, or other positive identification. Such records are subject to on-site verification by Helical at the Supplier's facilities or the facilities of the Supplier's sub-tier sources.

4.2. Supplier Initiated Changes

The Supplier may not make any changes in product design, drawings, performance specifications, materials or processes without specific approval by Helical in writing prior to making such changes in products or data. When applicable, the Supplier shall flow-down this requirement to the Supplier's sub-tier sources. The Supplier shall furnish a copy of the change prior to the initial delivery of products to Helical, so that Helical can verify that the change does not violate the above requirements.

5. Certifications

5.1. Certification Requirements

The Supplier shall furnish with the initial delivery of products and/or services on the Contract, all certifications, test reports and other documents (hereafter certifications), issued by the Supplier or by the Supplier's sub-tier sources that are required by the specific "Q" Clauses listed on the Contract. The Supplier is responsible to ensure that all certifications furnished by the Supplier, or by the Supplier's sub-tier sources, are complete, legible and reproducible, accurate and in compliance with all Contract requirements. Helical reserves the right to return all products to the Supplier at Supplier's expense when the certifications that support the products are not properly executed.

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5.2. Certification Content

All certifications shall as a minimum include the following information and data:

- a. name of the issuing organization (company),
- b. part number and revision (including Helical part number when applicable)
- c. quantity processed and/or delivered
- d. Helical contract number, and if applicable the Line Item & Release Number
- e. Name and signature that meets the requirements of 5.3, of the authorized official of the issuing organization.

5.3. Acceptable & Authorized Signatures

All certifications and test reports shall include the typed or printed name and an acceptable signature of the authorizing company official. The following methods are the only Helical approved and acceptable methods for applying signatures to certifications: (a) actual signatures rendered in ink by the signing official; (b) facsimiles of actual signatures such as rubber stamps; or (c) machine or computer graphics generated facsimile signatures.

When quality or inspection stamps are used in lieu of signatures, such stamps shall clearly identify the issuing organization and the authorized individual to whom the stamp is assigned. The issue, use and control of such stamps shall be governed by documented procedures in the Supplier's Quality Management System.

6. Maintenance of Records

Unless otherwise required by the Contract, the Supplier shall maintain all records that provide objective evidence of compliance to the Contract requirements for a minimum of five (5) years after the last delivery of products and/or services on the Contract. Such records include drawings, specifications, work instructions, certifications and test reports and any other records generated in the course of procurement, manufacturing, testing, processing, inspecting, preserving, packaging and shipping products to Helical, and when applicable include records generated by the Supplier's sub-tier sources. Such records may be in any form including, electronic, hard copy or microfilm and shall be handled and stored in a manner to preclude deterioration or loss during the time period specified. Upon request, the Supplier shall be capable of retrieving & delivering required records to Helical within ten (10) working days or sooner from date of request by Helical. Prior to discarding, transferring to another facility, or destruction of such records, the Supplier shall notify Helical in writing and allow Helical the opportunity to gain possession of such records including applicable records at the Supplier's sub-tier sources.

7. Nonconforming Products & Material Review

7.1. Identification, Segregation & Control

Any products found to be nonconforming to Helical drawings, specifications, Contract, or other applicable requirements either by the Supplier or the Supplier's sub-tier sources, shall be identified, segregated and reworked or replaced with conforming products prior to delivery to Helical. Helical reserves the right to reject and return any nonconforming products to the Supplier at the Supplier's expense.

7.2. Submittal to Helical MRB for Disposition

Unless otherwise specified in the Contract, in order for the Supplier to submit nonconforming products to Helical Material Review Board (MRB) for disposition, the Supplier shall submit a request to the Helical Buyer. When authorized by the Buyer, the Supplier shall complete the required MRB forms that will be furnished, along with instructions for their completion, to the Supplier by the Buyer. Helical MRB will not

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accept for review and disposition any products that can be reworked to meet drawing or specification requirements, or, are obviously scrap. After review and disposition by Helical MRB, a copy of the form describing the MRB disposition will be returned to the Supplier. A 'use-as-is' or 'repair' (salvage) disposition by MRB does not relieve the Supplier of the legal responsibility and liability for such products.

The Supplier may not ship to Helical any nonconforming products that have not been dispositioned by Helical MRB unless authorized by Helical in writing. When Helical MRB dispositioned products are delivered to Helical, the Supplier shall reference on the packing list/shipper the serial number of the MRB document which describes the Helical MRB disposition. When the Supplier's shipment includes products dispositioned by Helical MRB along with conforming products, the products dispositioned by Helical MRB shall be segregated and marked or tagged so as to permit easy identification upon receipt at Helical.

8. Product Identification

The Supplier shall identify all products delivered to Helical in accordance with the drawing, specification and/or Contract requirements. Unless permitted by drawing and/or specification, steel stamping and vibro-engraving identification methods are prohibited, except on product identification nameplates or decals and on attached metal tags.

9. Preservation, Packaging and Shipment

Unless otherwise required by the Contract, the Supplier shall incorporate good commercial standard practices for the preservation, packaging and shipment to preclude damage to products during shipment to Helical or deterioration while in storage at Helical. Identification on packages shall include the contract number to which they apply.

Q02 Quality System Requirements

The supplier shall establish and maintain a Quality System in compliance with all of the current requirements of:

- Q02.1** MIL-I 45208A - "Inspection System Requirements"
- Q02.2** ISO9001:2008 - "Quality Management System – Requirements"
- Q02.3** AS9003 – "Inspection and Test Quality System"
- Q02.4** AS9100C – "Quality Management Systems – Aerospace – Requirements"
- Q02.5** ISO/IEC 17025-2005 – "Accreditation"

Supplier's Quality Management System is subject to audit, verification and approval and/or disapproval by Helical designated representative(s).

Q03 Certificate of Conformance (C of C)

With each delivery of products on this Contract, the Supplier shall include on the packing list/shipper or on a separate attached document, a written statement titled "Certificate of Conformance" which complies with the requirements of Q01, section 5 and is worded substantially as follows:

"This is to certify that all products or services delivered on this Contract (number) and packing list/shipper (number) are in compliance with all requirements of the Contract. Objective evidence to support this certification will be made available for review upon request."

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Q04 Contract Line Item & Release Number

Helical may issue Contracts that contain more than one Line Item and may also contain one or more Release Numbers against each Contract Line Item. In such cases, the Supplier shall include on the Supplier's packing list/shipper the Helical Contract Line Item & Release Number against which the delivery of products or services is made.

Q05 Certificate of Traceability

With each delivery of products on this Contract, the Supplier shall include on the packing list/shipper or on a separate attached document a written statement titled "Certificate of Traceability" which complies with the requirements of Q01, section 5, and is worded substantially as follows:

"This is to certify that all products delivered on this Contract (number) and packing list/shipper (number) comply with all requirements of the Contract and: (a) were purchased directly from the manufacturer or an authorized distributor; (b) the attached certifications/test reports are true and correct copies of the originals issued by the manufacturer and cover all products delivered on this Contract; and (c) the products have not been altered, re-worked, re-processed, or modified in any manner except as specified by the Contract. Objective evidence to support this certification will be made available for review upon request."

Q06 In-Process Source Inspection

Products to be delivered on this Contract require in-process source inspection, tests or both by a Helical Quality Assurance representative. The points in the manufacturing sequence at which in-process inspection is required will be specified in the Contract. The Supplier shall notify Helical at least forty-eight (48) hours in advance of the time the product will be ready for in-process source inspection. Upon request, the Supplier shall make available to the Helical representative any measuring and test equipment, facilities, records and personnel to facilitate the in-process source inspection.

Q07 Final Source Inspection

Products to be delivered on this Contract require final source inspection, tests or both by a representative of Helical Quality Assurance or Helical's customer, prior to delivery. The Supplier shall notify Helical at least forty-eight (48) hours in advance of the time the products will be ready for final inspection. Upon request, the Supplier shall make available to the Helical or customer representative any measuring and test equipment, facilities, records and personnel to facilitate the final source inspection.

Q08 Government Source Inspection (GSI)

US Government Source Inspection (GSI) is required prior to delivery to Helical. Upon receipt of this Contract, the Supplier shall promptly notify the US Government representative who normally services the Supplier's plant, in order that the US Government representative can accomplish appropriate planning for conducting source inspection at the Supplier's facilities. If the Supplier cannot locate the US Government representative to arrange for the required source inspection, the Supplier shall notify Helical immediately. Upon request, the Supplier shall make available to the US Government representative any measuring and test equipment, facilities, records and personnel to facilitate the Government source inspection.

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Q09 1st Article Inspection Requirements

The Supplier shall perform a First Article Inspection (FAI) in accordance with the requirements of the current revision of SAE AS9102. Excess products, remaining from a previous production lot, may not be used to fulfill the 1st Article requirements. The Supplier shall furnish a copy of the completed 1st Article Inspection results with the initial delivery of products on the Contract.

Q10 Final Inspection Report

Prior to delivery of products to Helical, the Supplier shall perform final inspection on all products and document the results on a FIR. The format of the FIR is optional; however, it shall show the actual inspection results obtained, versus the drawing or specification requirements. The Supplier shall maintain the completed FIR as part of Suppliers quality records. Upon request, the FIR will be made available to Helical, or Helical customers or regulatory agencies for review.

Q11 Fasteners – Manufacturer and Lot Identification

The Supplier shall provide on the packing list/shipper or on separate attached document information that identifies the fastener manufacturer and the manufacturer's production lot or batch number. In addition, the Supplier shall verify and certify that the manufacturer (or other source) of the fasteners is not currently listed as a "debarred, suspended, or ineligible Contractor" on the current issue of the "lists of parties" published by the US Government, General Services Administration (GSA).

Q12 Fasteners – Certificate of Conformance

All fasteners delivered on this Contract shall be manufactured, tested and controlled in compliance with the requirements of PUBLIC LAW 15 CFR 280 – generally known as the "Fastener Quality Act". With each delivery of fasteners on this Contract, the Supplier shall furnish copies of the original certifications and test reports, and include on the packing list/shipper or on a separate attached document, a written statement titled "Certificate of Conformance", which complies with the requirements of Q01, section 5 and is worded substantially as follows:

"This is to certify that all fasteners delivered on this Contract (number) and packing list/shipper (number) have been: (a) manufactured, tested and controlled in compliance with the requirements of the "Fastener Quality Act", (b) have not been commingled with fasteners from other manufacturers, or with fasteners from other lots or batches, and (c) the fasteners comply with all applicable requirements. The certificate issued by the fastener manufacturer states that the fasteners have been manufactured according to the applicable standards and specifications and have been inspected and tested by an approved laboratory and that all original laboratory test reports are on file and available for review. Objective evidence to support this certification will be made available for review upon request."

Q13 Helical Furnished Raw Material

Helical may furnish raw material (bar stock, castings, forgings, etc.) and/or components (fittings, connectors, etc.) to the Supplier for use in or on products to be delivered on this Contract. In such cases the Supplier shall establish and maintain strict accountability for all Helical furnished material to ensure that it is properly used and accounted for. When raw material is furnished, the Supplier shall establish required controls to ensure traceability of the raw material to the finished product and furnish material traceability records with the

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delivery of products to Helical. For components, unless individual component traceability is required by Contract, the Supplier shall ensure that such components are used only on products to be delivered to Helical on the Contract. Unless otherwise specified by the Contract, the Supplier shall return any unused Helical furnished material to Helical with the last delivery of products on the Contract. With each delivery of products on this Contract, the Supplier shall include on the packing list/shipper or on a separate attached document a written statement which complies with requirements of Q01, section 5 and is worded substantially as follows:

"This is to certify that all products delivered on this Contract (number) and packing list/shipper (number), were manufactured using: (a) material furnished by Helical; (b) the material identified on the material and/or the Helical shipper, and (c) no material substitution was made. Objective evidence to support this certification will be made available for review upon request."

Q14 Supplier Furnished Raw Material

With each lot of raw material delivered or used to fabricate products on this Contract, the Supplier shall furnish a "Certification/Material Test Report." When more than one heat/lot of raw material is delivered at the same time, each heat/lot of material shall be identified and provide traceability to its Certification/Material Test Report. In the event that more than one heat/lot of raw material was used to fabricate products, the products produced from each heat/lot shall be identified and/or packaged separately to maintain integrity and to provide traceability to the applicable material Certification/Material Test Report.

CAUTION: Raw Material from Foreign Sources - Prior to delivery or use of any raw material produced outside the United States, the Supplier shall submit a request to the Helical Buyer for approval to use the raw material. Helical approval may be contingent on on-site evaluation of the source of the material as well as additional and independent material testing and analysis to determine that the material meets all applicable requirements. Helical reserves the right to reject and return to the Supplier at Supplier's expense any raw material, or products made from raw material, when the source that produced the raw material is outside the United States.

Q15 Traceability of Products to Raw Material

For each lot of products delivered to Helical, the Supplier shall provide positive traceability of each individual product to the material certification/test report that represents the raw material from which each of the products was manufactured. Traceability may be provided by identifying the raw material heat, lot, batch or melt number from the certification/test report on tags attached to each product and/or on packaging (when used). Heat/lot identification required by applicable specifications, such as for castings and forgings is acceptable for traceability purposes provided it is clearly marked and not obliterated by subsequent operations.

Q16 Qualified Process Sources & Certifications

CAUTION: All special processes must be performed by sources approved by Helical or our customer. Use of processes and/or process sources that have not been approved by Helical may result in return of all products to the Supplier at the Supplier's expense.

A. SPECIAL PROCESS - Is the application of chemical, metallurgical, nondestructive or any other special manufacturing, joining or inspection processes, controlled by Federal, Military, US Government, Industry (i.e. Helical, Boeing, General Electric, etc.), National, International, or other specifications. All special processes shall be performed only by those sources currently approved for the specific process by Helical. In addition,

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when required by a Helical customer, the Supplier may be required to use customer approved special process sources. Upon request, Helical will provide the Supplier with a list of the approved process sources.

B. PROCESS CERTIFICATIONS - For all special processes required by the Contract or reference documents, the Supplier shall furnish to Helical, with the delivery of products, the certification/test report issued by company that actually performed the process.

Q17 Nadcap Accreditation

Special processes shall only be performed by sources that are accredited and approved by the National Aerospace and Defense Contractors Accreditation Program (Nadcap). This requirement applies whether the process is performed by the Supplier or by the Supplier's sub-tier sources. Use of sources not accredited by Nadcap shall result in return of products to the Supplier at the Supplier's expense. For a list of Nadcap accredited sources contact the Helical Buyer.

Q18 Heat Treat Certifications

With each delivery of products on this Contract, the Supplier shall furnish a time/temperature certification that includes the following data: (a) part number and revision; (b) quantity heat treated; and (c) for each heat treatment cycle – the actual temperature range & duration (hrs) of each heat treat cycle.

Q19 Heat Treat Furnace Charts

With each delivery of products on this Contract, the Supplier shall furnish the original, or a legible copy, of the furnace temperature chart, which shows the part number, the date and the actual time the part was moved in/out of the furnace.

Q20 Defense Priority Rated Orders

This is a "DPAS RATED" order certified for national defense use and you are required to follow all provisions of the Defense Priorities and Allocations System regulation (15 CFR 700 ET SEQ.)

DPAS rated orders are identified by a priority rating — either DX or DO. DPAS rated orders take preference over all unrated orders as necessary to meet scheduled delivery dates. Among rated orders, DX rated orders take preference over DO rated orders.

Persons receiving DPAS rated orders must give them preferential treatment. This means that person must accept and fill a rated order for items that the person normally supplies. The existence of previously accepted unrated or lower rated orders is not sufficient reason for rejecting a rated order. Persons are required to reschedule unrated orders if they conflict with performance against a rated order. Similarly, persons must reschedule DO rated orders if they conflict with performance against a DX rated order.

All rated orders must be prioritized to the extent possible to ensure delivery by the scheduled date.

Persons who receive DPAS rated orders must in turn place rated orders with their suppliers for the items they need to fill the orders. This provision ensures that suppliers will give priority treatment to rated orders from contractors to subcontractors to suppliers throughout the procurement chain.

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Q21 Specialty Metals per DFARS 252.225-7009

Any specialty metals included in any articles delivered under this purchase order must comply with DFARS 252.225-7009, and you must flow down DFARS 252.225-7009 to all of your vendors supplying any articles delivered under this purchase order that included specialty metals. Each shipment shall be accompanied by a signed supplier Certificate of Conformance which certifies compliance to this DFARS 252.225-7009.