

# **Quality (Supplier Flow Down) Requirements**

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APPROVED BY:

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**A. SUB-TIER CONTROL**

The supplier shall be responsible for flow down of all the requirements and provisions of the MJB Precision purchase order applicable to the supplier's sub-contractors. Additionally, the supplier shall comply with special processor requirements when imposed (e.g. – NADCAP, AMS, Customer approvals, etc.).

**B. RIGHT OF ACCESS**

During the performance of this purchase order, your Quality Assurance or Inspection and Manufacturing process are subject to review, verification and analysis by MJB Precision, MJB Precision customers, and/or Government/Regulatory Agency representative(s). This requirement is applicable to your facilities where MJB Precision products and services are processed as well as your sub-tier's facilities. This 'Right of Access' must be flowed down to all of the sub-tiers that you utilize in performance of the contract.

**C. SUPPLIER NON-CONFORMANCE APPROVAL REQUESTS**

*The supplier shall notify MJB Precision of non-conforming material.* Requests for any departures from drawings, specifications, or other purchase order requirements must be submitted for consideration by MJB Precision in writing. MJB Precision will in turn either approve or deny approval of the request in writing. *Non-conforming material may NOT be shipped to MJB Precision without such written approval.* Non-conforming material shipped on an approved non-conformance must be accompanied by a copy of the signed MJB Precision approval document.

**D. RECORDS RETENTION**

The Supplier shall maintain adequate records of all aspects of the fulfillment of the purchase order for a period of not less than five (7) years from the closing of the purchase order unless stated otherwise on the purchase order.

**E. CERTIFICATIONS**

Material and Plating certification are required for all purchase orders issued by MJB Precision.

**F. PROCESS CHANGES**

Any changes to the product, process, suppliers, or facility that could impact ability of product to meet MJB Precisions requirements must be communicated to MJB Precision.

**G. PREVENTION OF CONTERFEIT PART**

All raw materials to be included with test reports, C of C and ordered thru approved suppliers. All incoming products to be inspected.

**H. EXPORT CONTROL CLAUSE FOR RESTRICTED ITEMS:**

MJB Precision Machining Inc fully complies with all U.S. export control laws and regulations ("US Export Controls"), including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the foreign asset control and specially designated nationals regulations administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury. All products, technical data, software or technology to be exchanged between MJB Precision Machining Inc and your company must be handled in compliance with U.S. Export Controls.

As a Term and Condition of Purchase, it is the suppliers' responsibility to provide MJB Precision Machining Inc with export classification data (USML category and sub category – ITAR) or (ECCN – EAR) on the Items procured from the supplier to enable MJB Precision Machining Inc to control such Items in compliance with U.S. Export Control requirements. Furthermore, MJB Precision Machining Inc requires its suppliers to use at least reasonable efforts to cooperate with and assist MJB Precision Machining Inc in the correct identification and classification of Items provided by the supplier or manufactured to supplier's requirements, designs and/or specifications, which may be subject to



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U.S. export control regulations. If the supplier does not or otherwise fails to make reasonable efforts to provide classification information and assist MJB Precision Machining Inc and/or its related companies, as the case may be, to correctly identify or classify supplier Items subject to U.S. export control regulations, then MJB Precision Machining Inc shall have the option, at MJB Precision Machining Inc.'s sole discretion, to (a) return all Items not classified due to your breach of obligations hereunder for a refund in full without penalty, fee or cost to MJB Precision Machining Inc and you shall further reimburse MJB Precision Machining Inc for any additional costs or damages suffered by MJB Precision Machining Inc as a result of procuring replacements, including without limitation delay penalties paid by MJB Precision Machining Inc to its customers, and/or costs of replacement Items over and above the cost of the Items returned to you; or (b) keep the Items not classified due to your breach of obligations hereunder and you shall (i) reimburse MJB Precision Machining Inc for all costs and fees incurred by MJB Precision Machining Inc in classifying the Item(s) for itself (including without limitation) attorneys' or consultant fees and/or costs associated with preparing, submitting and obtaining a response to a Commodity Jurisdiction request (provided however MJB Precision Machining Inc has no obligation to submit such a Commodity Jurisdiction request); and (ii) indemnify and hold harmless MJB Precision Machining Inc from any violation and/or penalties incurred by MJB Precision Machining Inc and/or its related companies which result or arise from inaccurate classification of Items during the process of exporting the Items from the U.S. and/or during the import process at the country of destination.

The items, goods, technology and services covered hereunder ("Restricted Items") do not refer only to physical products and tangible items but also includes technical data, software, technology, know-how or other intangibles and services which are subject to the U.S. Export Controls.

The supplier will also ensure that all company personnel who represent the supplier in a visit to MJB Precision Machining Inc will identify their citizenship/nationality. In the event MJB Precision Machining Inc informs Supplier that restricted items will be involved or accessible on a site visit to MJB Precision Machining Inc.'s facility or Supplier otherwise knows that restricted items will be involved or accessible on a site visit to MJB Precision Machining Inc.'s facility, Supplier will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with restricted items.

#### I. PERSONNEL CONTRIBUTION

All personnel associated with the procurement of MJB Precision Machining Inc's parts shall be aware of their contribution to

1. Product/service conformity
2. Product Safety
3. Ethical Behavior

#### J. CALIBRATION SYSTEM

All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard when applicable.