MERRITT

Merritt Preferred Components
Purchase Contract Quality Clauses

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MPC N001	K	1/27/2026

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1.0 Revision History

Revision	Date	Comments
New	05/20/2009	Original Document
A	03/28/2011	Addition of Q017 to Q026
B	06/14/2013	Change in Quality title
C	01/06/2014	Reformatting of procedure and addition of Q027
D	06/23/2014	New TSET numbering implemented and addition of Q028
E	09/28/2015	Revision to Q024
F	08/08/2017	Change in site leadership
G	09/13/2017	Revision to Q022
H	01/10/2018	Addition of Q029 & Q030
I	08/01/2018	Change in company and document name
J	08/01/2019	Change in quality management
K	01/27/2026	Addition of Q031 & Q032, update to disclosure statement

2.0 Disclosures

2.1 Vendor to ensure access and compliance to this document for all purchase orders.

3.0 Clauses

Q001 Non-conforming product requiring material review by Merritt Preferred Components and/or Merritt Preferred Components customer shall be submitted to the buyer, on seller's rejection form, in a timely manner. The parts shall be held and segregated by the seller until disposition has been received.

Q002 Seller agrees not to make any change in product and/or process definition, which would affect the part or any component thereof without prior approval of the buyer and/or buyer's customer.

Q003 If seller uses a sub-tier contractor in the completion of this purchase contract, seller agrees to flow down all requirements of this contract to the sub-tier contractor including technical information, specifications, dominant or key characteristics.

Q004 Quality System
Seller shall maintain a documented Quality System that meets the requirement of Boeing D1-4426 Processor Basic Quality System for D1-4426 approval and this PO for the items covered herein. Use of D1-4426 Approved Processor is required.

Q005 Quality System
(A) "Work to be accomplished in performance of this purchase order is directly related to a Lockheed Martin Aeronautics Company PO and must be accomplished in accordance with process specification on purchase order and Lockheed Martin Aeronautics Company Appendix QX. All requirements of Appendix QJ paragraph 12.a.-f. shall be accomplished. Appendix QJ is located at http://lockheedmartin.com/material-management/"

Supplier must submit a Certificate of Conformance ("C of C") with a unique certification number containing the following information:
1. Title and specification number (including revision letter) of the process;
2. Name and address of the process or NDT facility;
3. Lockheed Martin assigned processor number;
4. Date the C of C was issued;
5. Purchase order part number;
6. Quantity of parts (to include quantity accepted/rejected);
7. Signature and title of authorized quality agent of seller; and
8. Fracture durability classification or serialization when required.

(B)
Shipping/packaging/marking
"If this is a normal purchase order with one or more items to be shipped, PM5010 latest revision is hereby incorporated in this purchase order by reference and applies to all item shipped except those items, if any, specified for shipment on DD250 in accordance with 16PP225D appendix VII/D." Marking may require additional information as requested by the engineering.
Inspection
"When this purchase order calls for buyer surveillance or buyer inspection at source, seller shall notify buyer's field representative who normally services seller's facility within five (5) days after receipt of this PO. Notification shall include the PO number, scheduled ship date and any special clearances required. Buyer's field representative may be obtained from the buyer or the applicable manager found at http://www.lmaeronautics.com/material-management/ under Quality requirements/ information"

A copy of PM-5010 can be found at:
www.lmaeronautics.com/material-management

Q006 Materials and/or services accomplished on this contract are for Boeing Mesa. Materials or services provided must be from Boeing Mesa Approved Vendors List if the controlling purchase specification is listed in the document. The document can be accessed at the following URL. http://www.boeing.com/companyoffices/doingbiz/tcmdhs/avl.htm

Q007 Vendors providing paint services must verify if any QPL is associated with the required paint specification(s) and in any case must report the paint manufacturer on their certifications.

Q008 Vendor must implement and conform to Lockheed's "Foreign Object Debris/Damage" Quality Clause Q4R. Quality Clause Q4R is available at the following link:
http://www.lmaeronautics.com/material-management/PQA/clauses.html

Q009 **(A) Notice of the Requirements of DFARS 252.225-7014, Preference for Domestic Specialty Metals, alternate I** (hereinafter called the specialty metals clause)
DOD's interpretation of this specialty metals clause is that it prohibits the contractor (including its suppliers at every tier) from incorporating into military parts, components,

and/or end item deliverables "specialty metals" (identified in the clause, including titanium and stainless steel) which have been melted outside the United States, its possessions, or Puerto Rico, unless certain limited exceptions set forth in the clause or DFARS subpart 225.7002-2 applies. One such exception is for specialty metals melted in a qualifying country or incorporated into an article manufactured in a qualifying country. Those countries are listed at dfars 225.872-1(a) or (b). Since the United States is not listed as a qualifying country, DOD does not consider it to be a qualifying country. Even if a qualifying country exception applies, the source for Specialty metals melted outside the United States may also have to be listed in an applicable Qualified Products List (QPL), such as that set forth in Douglas Material Specification (DMS) 2201, procurement from foreign sources - metallic raw material. Please check your purchase order carefully for any such requirement if your purchase order contains this requirement, you must comply with its provisions unless you apply for and are granted, through the Boeing company, one or more of the limited exemptions authorized under the specialty metals clause.

(B) Notice of Requirement of DFARS 252.225-7016, Restriction of Ball and Roller Bearings.

Basic Requirements:

All Ball and Roller Bearings and Ball and Roller Ball Bearing Components (including Miniature and Instrument Ball Bearings) shall be wholly manufactured in the United States or Canada.

Raw materials for the bearings need not be mined or produced in the United States or Canada. However, if the bearings contain any parts made from specialty metals, DFARS 252.225-7014, Alt I applies (see Q009 A)

Q010 DISCLOSURE OF INFORMATION

The seller shall not release to anyone outside the seller's organization any unclassified information, regardless of medium (e.g. document, digital documents, film, tape), pertaining to any part of this contract or any program related to this contract, unless-

(1) Merritt Preferred Components has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The vendor shall submit its request at least 60 days before the proposed date for release.

The seller agrees to include this requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the seller to the buyer.

Q011 This is a rated order for National Defense use when a DPAS rating is entered, and you are required to follow all the provisions of the Defense Priorities and Allocations system Regulation (15 CFR 700).

Q012 This purchase order and/or attachments may contain technical data that falls within the definition of the International Traffic in Arms Regulations, and is subject to the Export Control Laws of the U.S. Government.

Transfer of this data by any means to a foreign person, whether in the United States or abroad, without an export license or other approval from the U.S. Department of State, is prohibited.

Q013 Parts on this Purchase Order require First Article Inspection and Documentation is required to be sent to the buyer with the delivery of the parts.

Q014 First Article Inspection (FAI) shall be performed by the Seller in accordance with the requirements of AS9102. When documenting the FAI, the Seller may use the forms contained within AS9102 or their equivalent, so long as the forms contain all the information required by AS9102.

Q015 Work under this purchase contract is subject to surveillance at the Seller or Seller's subcontractors' locations. MPC, our customer, or our customer's customer, or any regulatory agency in order to determine and verify the quality of work, records and material may conduct inspections on random or specific shipments. No shipments are to be held for inspection unless notification is received prior to or at the time of shipment.

Q015-1 Work under this purchase contract is subject to surveillance at the Seller (TMX) locations. MPC, our customer or any regulatory agency in order to determine and verify the quality of work, records and material may conduct inspections on random or specific shipments. No shipments are to be held for inspection unless notification is received prior to or at the time of shipment.

Q016 Parts on this order are D210-1100-1"**Critical/Flight Safety parts**" and are subject to the Quality requirements of D8-4890.279 and D8-0965 as applicable to parts on this Purchase Order. Acceptance of this order with any special instructions, processes and/or testing in addition to the technical drawing/package requirements must be acknowledged in writing to MPC. Acknowledgments may be faxed to 903-984-1128 or emailed to MPC Buyer.

Q017 BUYER'S USE OF DATA AND INFORMATION

(This article applies only if this contract is issued under a Government prime contract or subcontract.)

Seller agrees that any technical data and computer software furnished to Buyer as a required deliverable under this contract will be free from confidential, proprietary, or restrictive-use markings ("nonconforming markings") that are not expressly permitted by applicable FAR, Department of Defense FAR Supplement (DFARS), or NASA FAR Supplement clauses incorporated herein. On behalf of Buyer's U.S. Government customer, Buyer's procurement agent may notify Seller of such a nonconforming marking, and if Seller fails to remove or correct such marking within sixty (60) days after such notification, Buyer may ignore or, at Seller's expense, remove or obliterate any such nonconforming marking as may be on such deliverables. Buyer will protect, in accordance with the **CONFIDENTIAL, PROPRIETARY, AND TRADE SECRET INFORMATION AND ITEMS** clause of this contract, any Seller technical data or computer software required to be delivered under this contract, and will use and disclose such technical data

and computer software only as authorized by Seller or as appropriately authorized by the U.S. Government under the U.S. Government's license.

Q018 SELLER'S QUALITY SYSTEM

Seller shall maintain a quality system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Seller or procured from Seller's subcontractors. Seller is responsible for performing or ensuring all inspections, tests and calibration necessary to substantiate that the goods or services furnished conform to contract requirements. Records of conformance shall be maintained on file at Seller's facility and upon request by Buyer these records will be made available or provided for review by Buyer. Seller's facilities and quality system are subject to Buyer review. Seller shall take prompt action to correct conditions that have or could result in goods or services that do not conform to contractual requirements.

If the product specification includes a Qualified Products List (QPL), or Qualified Manufacturers List (QML) then the manufacturer of the product must be listed on the QPL/QML.

If Seller is a Distributor or other than the manufacturer, then the manufacturer's name and location (city and state) shall be identified within Seller's shipping documentation.

Q019 Raw Material Test Results

(a) Seller shall include with each shipment the raw material manufacturer's test report (i.e., mill test report) that states that the lot of material furnished has been tested, inspected, and found to be in compliance with the applicable material specifications. The test report will list the specifications, including revision numbers or letters, to which the material has been tested and/or inspected and the identification of the material lot to which it applies.

(b) When the material specification requires quantitative limits for chemical, mechanical, or physical properties, the test report shall contain the actual test and/or inspection values obtained. For aluminum mill products (except castings), certifications for chemistry may indicate compliance within the allowed range. Certifications for physical properties shall show actual values.

(c) If Seller supplies converted material produced by a raw material manufacturer, Seller is responsible for ensuring performance of all physical tests where the manufacturing process has altered the properties from what had been certified by the raw material manufacturer. The data submitted must reflect the condition of the material as offered for delivery. This data is in addition to the raw material manufacturer's test report required above.

Q020 ISO 9001 QUALITY MANAGEMENT SYSTEMS – REQUIREMENTS

Seller shall maintain an accredited certification/registration to industry document ISO 9001, "Quality Management Systems - Requirements" as may be revised from time to time, which is incorporated herein and made a part hereof by reference. The certification/registration shall be obtained from an accredited certification body (CB) accredited by members of the International Accreditation Forum (IAF) and signatories of the IAF Multilateral Recognition Arrangement (MLA).

(Reference IAF at: http://www.iaf.nu/)

The Seller shall maintain objective evidence of the ISO 9001 accredited certification/registration on file at Seller's facility. Objective evidence shall include:
a. The accredited QMS certificate(s) of registration.
b. The audit reports, including all information pertaining to the audit results in accordance with the applicable certification/registration scheme.
c. Copies of all certifying body finding(s), objective evidence of acceptance of corrective action, and closure of the finding(s).
Copy of certification will be provided to Buyer's Representative upon request.
Seller shall immediately notify Buyer's Quality Representative in writing should Seller's certification/registration status change or if accreditation status of Seller's CB is withdrawn.
Buyer's recognition of Seller's QMS certification/registration does not affect the right of Buyer to conduct audits and issue findings at the Seller's facility. Buyer reserves the right to conduct surveillance at Seller's facility and make final determination regarding

Q021 Seller shall maintain certification, obtained from an accredited certification body, to AS/EN/JSIQ 9100, Quality Management Systems Aerospace Requirements, as may be revised from time to time. Boeing (Buyer) reserves the right to make final determination regarding seller compliance to quality management system requirements.

Q022 Objective Evidence of Dimensional Inspection

(a) Seller shall provide objective evidence with each shipment that all goods furnished under this purchase order/contract were dimensionally inspected for conformance with drawing and other purchase order/contract requirements. Objective evidence shall consist of records of actual readings taken during the inspection of each part, with the dimension and its tolerance noted.

(b) Seller shall identify the purchase order/contract number, part number, revision number, and when applicable, serial number on each inspection data sheet. Each inspection data sheet shall be signed by the Management Representative responsible for Seller's inspection activity, with the title of the individual whose signature appears on the inspection data sheet and the date of the signature.

(c) Seller shall be able to provide evidence that they meet Boeing's Acceptance Authority Media requirements, including, but not limited to, method of verifying all steps in process have been completed, acceptance stamps (issuance, control, revocation), and methods of flow-down for customer requirements to subtiers.

Q023 CORRECTIVE ACTION

Seller shall, on request, on forms designated by Buyer, provide statements of corrective action on nonconformities or failures of Seller's goods or services. Corrective action statements, at Buyer's option, may require approval signature by Buyer and customer quality representatives. All rejected articles resubmitted by Seller to Buyer shall bear adequate identification, including reference to Buyer's rejection document.

Q024 RETENTION OF RECORDS

Seller's records, to demonstrate conformance, shall be on file and available for review by Buyer, Buyer's Customers or Regulatory Agencies, upon request. Quality records shall be

retained for a minimum of seven (7) years from date of final payment or per MPC customer's requirements. Seller shall have a procedure on record retention defining specific records and applicable retention.

Q025 TRACEABILITY-RAW MATERIAL

Seller shall mark each individual item and applicable documentation (e.g. test report, shipping report, or certification) to show traceability to lot, heat lot, material control or batch number. Unless otherwise directed by this contract, engineering drawing or the specification, when the size of the item does not permit marking of individual items, Seller shall label each package or box furnished.

Q026 MANUFACTURER'S CERTIFICATE OF CONFORMANCE

Seller shall include with each shipment a copy of the manufacturer's Certificate of Conformance. The manufacturer's Certificate of Conformance shall include the following information:

1) Name and address of manufacturer

2) Statement attesting that goods and services conform to all contract and associated drawing requirements.

3) Part number and dash number (as applicable)

4) Drawing number and revision level (as applicable) to which the goods were manufactured

5) If goods are Buyer furnished, so indicate.

The Certificate of Conformance will afford traceability to the manufacturer.

• Seller shall reference Buyer's contract number on manufacturer's Certificate of Conformance.

OR

• Seller shall include with each shipment a copy of Seller's Certificate of Conformance that will include reference to Buyer's contract number and a reference to the required manufacturer's Certificate of Conformance.

Q027 Any change to processing (procedure, machine, method, personnel expertise, etc.) that could affect form, fit, or function of the product requires a Delta AS9102 FAI be performed and submitted to Merritt Preferred Components for approval prior to production continuation.

Q028 Purchased material must include a note on the Certificate of Conformance stating the country of origin of the material.

Q029 Suppliers must consider the affect that their actions and decisions have on product/service conformity, product/service safety, and the importance of ethical behavior.

Q030 Suppliers must implement and maintain a process to prevent the use/inclusion of counterfeit parts. Suppliers must immediately notify Merritt Preferred Components if they believe they may have sent counterfeit parts to Merritt Preferred Components.

Q031 Date listed on PO as PO due date is the date items are to be received on MPC's dock. Acceptance of the PO is acceptance of all terms, including cost and due dates.

Q032 MPC purchase orders contain data clearly describing the following requirements in PO verbiage, as applicable:

- Product ordered, including type, class, grade, part zoning, part number, serial number, or other precise identifications
- Specifications, drawings, process requirements, inspection instructions and other relevant technical data
- Approval or qualification of product, procedures, process equipment/personnel, for the release of products and/or services
- Competence and/or certification requirements of personnel, may be flowed down through processing requirements
- Communication between MPC and suppliers
- Control and monitoring of vendor's supplier's performance
- Any verification and/or validation activities MPC or its customers intend to perform at supplier's premises
- Design and developmental control
- Any special requirements, key characteristics or critical items
- Any test, inspection and verification activities (including production process verification)
- Use of statistical techniques for product acceptance and instructions for acceptance to be used by MPC
- The need to provide test specimens as requested for approval, inspection, auditing, etc.
- Right of access for MPC and its customers to any level of the supply chain

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