



Kirkhill Inc.
300 East Cypress St.
Brea, CA 92821
Tel: 714-529-4901

Supplier Quality Requirements and Clauses

Supplier Quality Requirements – General

The following clauses apply to all Purchase Orders, as applicable

Q01 Quality System Requirements

Manufacturers- As a minimum, the Seller shall have a documented Quality System compliant to the requirements of ISO 9001 Quality Management Systems.

Distributors- As a minimum, the Seller shall have a documented Quality System or process. The Seller's Quality System shall be subject to review by Kirkhill Inc. and/or Customer and/or Government Quality Representatives, as applicable to this Purchase Order.

Q02 Access to Seller's Facility

Buyer- Kirkhill Inc. reserves the right to inspect any or all work under this Purchase Order at Seller's facility. Seller shall be notified on the Purchase Order if Kirkhill Inc. source inspection is required. Unless otherwise notified, no shipments are to be held for source inspection.

Customer- Kirkhill Inc. customers reserve the right to inspect any or all work under this Purchase Order at seller's facility. Seller shall be notified on the Purchase Order if customer source inspection is required.

Government- When a Government Contract Number is referenced on the Purchase Order, the Government reserves the right to inspect any or all work under this Purchase Order at the seller's facility. Seller shall be notified on the Purchase Order if Government source inspection is required.

Q03 Subcontracted Work

Seller shall flow down all requirements specified on this Purchase Order to the seller's *supplier(s)/subcontractor(s), including any statutory or regulatory requirements. Supplier shall apply appropriate controls to seller's suppliers/subcontractors in order to ensure requirements are met.* When a Government Contract Number is referenced on this Purchase Order, Seller shall indicate the Government Contract Number on all subcontract Purchase Orders.

Q04 Special Processes

When Special Processes are required under the scope of this Purchase Order, the Seller shall utilize only processors approved by Kirkhill Inc. and/or its customer. Contact Kirkhill Inc. Quality Department to verify approval status. Special Processes include but are not limited to: Welding, Heat Treat, Plating, Anodizing and Non-Destructive Testing. Shipments must include a Process Certification of work performed by qualified personnel, and signed by an authorized representative of the processor, the name and title of signatories must be typed on the certification (may be included in Certification of Conformance, see Q05).

Q05 Certification of Conformance

Each shipment must include a Certificate of Conformance signed by an authorized representative of the Seller; the name and title of the signatories must be typed on the certification. The Certification must state the applicable Manufacturing Process and revision as well as all Finish Processes and revisions performed under this Purchase Order.

Q06 Test Reports

As applicable, each shipment shall include Chemical and Physical Test Reports as required by the Material Specifications for the scope of work under this Purchase Order. Test Reports must indicate actual values of testing performed on the represented material lot. Test Reports shall be signed by an authorized representative of the material manufacturer; the name and title of the signatories must be typed on the test report.

Q07 Nonconforming Product

Seller shall notify Kirkhill Inc. of nonconformance on all Buyer supplied materials discovered at receiving or during manufacturing/processing. A documented statement of nonconformance will be submitted for disposition by Kirkhill Inc. and its customer prior to shipment. Seller supplied nonconforming product is not acceptable and will not be dispositioned nor accepted.

Q08 Proprietary Information

Seller shall hold confidential all blue prints, electronic data sets, sketches, tooling, etc. provided with this Purchase Order. Distribution shall be restricted to necessary *suppliers*/subcontractors as required for the performance of work on this Purchase Order. All Export Compliance regulations must be adhered to when distributing technical data or technology. All Kirkhill Inc. proprietary Information will be returned at the completion of work to this Purchase Order.

Q09 Shelf Life Controlled Material

The Seller shall identify each item, container or package with the Date of Manufacture, Date of Expiration and applicable Storage and Handling requirements. Seller shall only ship materials retaining 90% of their effective shelf life. Product with less than 90% effective shelf life will not be acceptable to Kirkhill Inc. unless specifically noted on the Purchase Order.

Q10 Sampling Inspection

Seller may perform sampling inspection of all characteristics on product(s) covered by the Purchase Order. Records of Inspection results showing actual values, lot size, sample size and number of units accepted in sample shall accompany each delivery of product(s). Sampling Plans must indicate acceptance number equals zero (0), no defects in sample for lot acceptance.

Q11 Records

The Seller shall maintain accurate inspection and test records subject to review by Kirkhill Inc. and/or Customer and/or Government representatives. Records not provided with shipment shall be retained for 10 years.

Supplier Quality Requirements – Special

The following requirements apply when specifically called out on the Purchase order.

Q12 Kirkhill Inc. or Customer Inspection

Prior to shipment, Inspection and acceptance of product furnished under this order is required at the Seller's facility by a Quality Assurance Representative of Kirkhill Inc. Evidence of such inspection and acceptance shall be the application of the Inspector's stamp on the packing slip.

Please contact the Inspection Department at 714-529-4901 X 5278 at least forty-eight (48) hours in advance of the time the articles are available for inspection or test.

Q13 Government Inspection

Prior to shipment, Inspection and acceptance of product furnished under this order is required at the Seller's facility by a Quality Assurance Representative of the U.S. Government. Government inspection shall only be performed after product has been inspected and accepted by Kirkhill Inc. Quality Assurance Representative. Upon receipt of this Purchase Order, Seller shall promptly notify the Government Representative who normally services Seller's facility, in order that proper planning by the Government source inspection can be accomplished. If the representative of the Government Inspection Office cannot be located, contact the Kirkhill Inc. Inspection Office at 714-529-4901 X 5278 immediately.

Q14 First Article Inspection

Concurrent with the first production delivery, Seller shall submit the first article product(s) together with documents and data representing results of the Seller's First Article Inspection/Test per AS9102, showing actual dimensions or values of each product characteristic and evidence of compliance to applicable drawing notes. The First Article product(s) shall be clearly identified by tagging or other positive method.

Q15 Kirkhill Inc. First Article Inspection

Kirkhill Inc. inspection and acceptance of First Article product(s) is required prior to Seller starting production. The First Article shall be identified as such including the Purchase Order number, part number and part name. The Seller shall submit the First Article product(s) with documents and data representing Seller's First Article Inspection/Test showing actual dimensions or values for each characteristic and evidence of compliance to applicable drawing notes to the Kirkhill Inc. Inspection Office.

Q16 100% Inspection

Seller shall perform 100% inspection of all characteristics on all product(s) covered by the Purchase Order. Records of inspection results showing actual values shall accompany each delivery of product(s).

Q17 Traceability

Outside Processing Suppliers performing processing of materials (rubber or fabrics) are required to maintain traceability of materials supplied by Kirkhill Inc. to the processed product. Batch and/or lot numbers of materials provided shall be referenced on the processed product certifications provided with each shipment. Product shall be identified appropriately.

Q18 GIDEP Notification

GIDEP stands for Government Industry Data Exchange Program. This is a network of U.S. Government and industrial organizations that cooperate in identifying and preventing unsuitable or questionable materials from being used. Problems with parts, materials, or equipment that are of mutual concern to NASA and associated suppliers are reported via the GIDEP Alert system. An Alert is a warning that faulty or counterfeit parts or raw materials are in circulation. Alerts are issued by a member of GIDEP. The supplier shall establish a systematic approach to evaluate and respond to GIDEP Alerts forwarded by Kirkhill Inc. and to investigate, resolve, and document parts and materials problems.

Upon receipt of an Alert from Kirkhill Inc., the supplier shall determine whether or not the Alert is applicable to the operations or materials of the supplier or supplier's sub-tier suppliers. If applicable, an investigation shall immediately be initiated to determine the impact. The supplier shall submit a written response within 5 working days to Kirkhill Inc. on each Alert received. An open Alert requiring immediate closure due to a pending flight may require closure information to be submitted by phone. Appropriate action shall be recommended or taken with Kirkhill Inc. approval. Results of the investigation shall be reported to Kirkhill Inc.

Q20 Self Release / Source Delegation

Each shipment must include a Certificate of Conformance and applicable Documents required in Quality Clause Q05, the authorized representative will stamp and date the documents with the applicable stamp provided to the seller for Self Release / Source Delegation. The Sellers Certifications must state the applicable Manufacturing Process and revision as well as all Finish Processes and revisions performed under this Purchase Order.

Supplier Quality Requirements – General

The following clauses apply to all Purchase Orders:

Q21 No Change Policy

Suppliers shall notify Kirkhill Inc. of any change in design, material or process specifications, change of sub-tier supplier or change in plant location. Notification shall occur as soon as the situation is known or 30 days prior to implementation whichever is greater.

Q22 Foreign Object Debris/Damage (FOD) Prevention

Supplier shall implement controls to preclude Foreign Object Debris/Damage (FOD) or contamination of product during the supplier's processing/manufacturing, assembly (if applicable), test and inspection, and packaging/shipping operations. Supplier shall flow down this requirement to supplier's sub-tier suppliers. All ingredients, materials, components, or assemblies furnished to Kirkhill Inc. shall be free of FOD, or within allowable product specification ranges. Delivery of product to Kirkhill Inc. shall be deemed as delivered FOD free.

Q23 Packaging

Unless otherwise specified in the purchase order, the seller shall package all material in accordance with best commercial practices, in a suitable manner that will ensure protection against corrosion, contamination, oxidation, deterioration, and physical damage during shipment to Kirkhill Inc. Materials damaged due to inadequate packaging will be rejected and returned to the supplier.

Q24 Supplier Notification of Nonconforming Products Delivered (Escapes) to Kirkhill Inc.

If a supplier has determined that nonconforming material(s) have been shipped to Kirkhill Inc., the supplier shall notify the Kirkhill Inc. buyer within twenty-four (24) hours of the initial discovery. The notification must include the item number and/or description, affected quantities, purchase order numbers affected, lot numbers (if applicable), dates delivered, and a brief description of the nonconforming condition. The initial notification shall be followed by a formal Disclosure Letter delivered to the Kirkhill Inc. buyer within five (5) days of the initial notification.

Q25 Supplier Notification of Change in QMS Status

Supplier shall notify Kirkhill Inc. immediately if the seller's 3rd party accreditation for their QMS (i.e. AS9100, ISO9001, etc.) is revoked or not renewed.

Q26 Supplier Awareness

Supplier needs to be aware of their contributions to product or service conformity, and also to product safety.

Q27 Supplier Ethical Behavior

Kirkhill Inc. considers ethical behavior one of its core areas of focus, and it is embodied in how we conduct our activities within and outside of our organization. As an extension of our organization, the expectations we have for our suppliers is one that mirrors the standards set for our own employees.