



RUSSTECH PURCHASE ORDER CLAUSES

RPOC 1000

EARLY DELIVERY OK

"Time is of the essence for performance under this Purchase Order. Seller will use its best efforts to deliver as soon as possible in order to support Russtech's requirements. Seller shall notify Russtech's Purchasing Representative if Seller is unable to meet agreed commitment date".

RPOC 1001

LOT SHIPMENT

Where a shipment contains goods from more than one manufacturing lot, Seller shall separately package and identify each manufacturing lot.

RPOC 1002

ORIGINAL EQUIPMENT MANUFACTURER

For purposes of this Purchase Order/Contract, Seller is a distributor of goods manufactured by an Original Equipment Manufacturer (OEM) and shall provide to Russtech Engineering, with each shipment, a copy of the shipping documents provided to Seller by the OEM as proof of purchase.

RPOC 1003

GOVERNMENT RIGHT OF ENTRY

During performance on the purchase order/contract, the Seller's and Seller's Sub-tier suppliers Quality and Manufacturing processes are subject to review, verification, and analysis by authorized Government Representatives. Government inspection or release of product prior to shipment is not required, unless otherwise notified. The Seller shall provide a copy of this purchase order/contract to the Government representative upon request.

RPOC 1004

RAW MATERIAL TEST REPORTS

(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.

RPOC 1005

MANUFACTURER'S CERTIFICATION

(A) Seller shall include with each shipment, the manufacturer's certificate that states that the goods shipped meet all applicable specification requirements. The manufacturer's certificate shall include the following information:

- (1) Name and address of manufacturer;
- (2) Expiration Date / Shelf Life on products or products containing perishable items;
- (3) Lot, Batch, or Date Code;
- (4) The specifications that controlled the manufacture of the goods. If the specifications are Russtech's design specifications, Seller will include revision numbers or letters, if any.

(B) Seller shall reference Russtech's purchase order/contract number on the manufacturer's certificate.

RPOC 1006

CERTIFICATE OF CONFORMANCE

Seller shall include a Certificate of Conformance with the packing sheet for each shipment. Seller's original Certificate of Conformance shall be maintained by Seller and upon Buyer's request shall be made available.

Seller's Certificate of Conformance shall include the following;

- (1) Seller's Name
- (2) Statement attesting that goods and services conform to the contract requirements and applicable Government and Buyer' specifications. If material is Buyer furnished, so indicate.

- (3) Signature or stamp with title of Seller's authorized personnel signing the certificate.
- (4) Buyer's contract number
- (5) Note: - Distributors shall, in addition to the above, include the manufacturer's name for each item shipped.
- (6) Additionally Seller's Certificate of Conformance shall include or be traceable to the following;
 - (a) Part number and dash number (when applicable)
 - (b) Drawing revision level to which the goods were manufactured (when applicable)

RPOC 1007

EVIDENCE OF INSPECTION AND TESTS PERFORMED BY SELLER

For each shipment of article(s) ordered hereunder, records of inspections and tests performed by Seller must be provided. If Buyer's Inspection Plan is furnished and made a part of this Purchase Contract, records of the quantitative results of inspections and tests indicated in Buyer's Inspection Plan must be provided.

If the shipment destination is a Buyer's facility, the records must be included with the packing sheet in the shipment.

RPOC 1008

MATERIAL SAFETY DATA SHEET

Seller shall furnish a Material Safety Data Sheet (MSDS) for each item on this Purchase Contract. The Material Safety Data Sheet must accompany each shipment of material.

RPOC 1009

RECORD RETENTION

Seller shall maintain records of inspections, tests, and process controls called for by this contract. Unless extended record retention requirements are specified elsewhere in this contract or attachments, (e.g. drawings, management reports, etc.) these documents shall be on file and available to Buyer for four (4) years following the end of the calendar year in which the final entry was made or three (3) years after the final payment under this contract, whichever expires first. At any time during the retention period, at Buyer's request, Seller will deliver said records, or any part thereof, to Buyer, at no additional cost to Buyer.

RPOC 1010

ELECTRICAL WIRE AND CABLE TEST REPORT

- (a) Seller shall provide certification that each shipment of electrical wire or cable furnished under this contract conforms to the applicable specifications.
- (b) For each lot of wire or cable in each shipment, a certified test report or copy thereof shall be included with the packing sheet. The test report shall, at a minimum, include a record of the physical, chemical, or electrical (and in the case of RF cable, electronic) inspections and tests conducted to satisfy the acceptance requirements of applicable specifications, and shall include numerical results when applicable. For cable shipments, these requirements apply to both basic wire and finished cable. When the specification requires other inspection or test data to be reported, it shall be included in the test report.
- (c) Reports shall provide the manufacturer's name, the specification number and revision date or change letter, and other data required by the specification, and must be identified to or correlated with the lot shipped.

RPOC 1011

COMPLIANCE WITH MIL-STD-45662A - rev 10/1/01

Seller shall have developed and implemented a documented metrology system in accordance with MIL-STD-45662A, Calibration Systems requirements, latest revision or as purchase order/contract specifies (e.g.; ANSI/NCSL, Z540-1, ISO 10012-1, ISO 9001, 9002, OR 9003 Element 4.11).

RPOC 1012

BUYER RIGHT OF ENTRY AND SURVEILLANCE

Work under this purchase contract is subject to Buyer surveillance at Seller and Seller's subcontractors' locations. Buyer's Quality Representative may elect to conduct inspection either on a random basis or to the extent of 100% inspection. Seller will be notified if Buyer inspection is to be conducted on specific shipments. No shipments are to be held for Buyer inspection unless notification is received prior to, or at time of, product being ready for shipment.

RPOC 1013

SPECIALTY METALS CLAUSE

Requirements per DFARS 252.225-7014, Preference For Domestic Specialty Metals, Alternate I.

"Specialty Metals Clause" prohibits the contractor including its suppliers at every sub-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 apply. 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 qualifying country, DoD (Department of Defense) 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 Russtech Engineering & The Boeing Company, one or more of the limited exemptions authorized under the specialty metals clause.

If your organization is issued a purchase order with the specialty metals clause, compliance to following is strongly encouraged:

- (a) Your Quality Assurance Personnel, particularly Receiving Inspection, (i.e. where in-coming material and certifications are verified), should be made aware of “specialty clause” requirements, and ensure that no foreign melted specialty metals are utilized to fabricate any components for use on a product to be supplied to Russtech Engineering unless they are melted in a qualifying country.
- (b) If a distributor or other sub-tier supplier is the source of your material, ensure that the “specialty metals clause” requirements have been flowed down. Also take the necessary steps to ensure that your supplier provides only specialty metals (such as Titanium or Stainless Steel) that have been melted within the United States or a qualifying country and, if required, proper certifications are issued.

RPOC 1014

SELLER QUALITY REQUIREMENTS FOR NON-SYSTEM LEVEL ARTICLES

Seller shall comply with the following requirements and flow down all applicable sections to its subcontractors:

1.0 Boeing Commercial Aircraft Supplemental Quality Requirements

1.1 Seller shall furnish goods and services in accordance with all requirements of this purchase document (including descriptions, specifications, drawings and schedules), to standard commercial practices and where applicable, other specifications identified within the technical requirements documentation or other attachments which are part of this purchase document.

1.2 Seller shall ensure right of entry and provide all reasonable facilities to Russtech, Russtech Customer, and Regulatory Agency personnel to inspect and evaluate Seller’s facilities, systems, data, equipment, personnel and any articles that will be incorporated into a Boeing type-certificated product. While Russtech reserves the right to conduct inspection on a surveillance basis or to the extent of 100 percent inspection, no shipments are to be held for Russtech inspection unless Russtech Source Acceptance is invoked on the purchase document.

1.3 Retention of Records. For orders supporting Boeing Commercial Aircraft (BCA), Seller shall be maintained, on file at the seller’s facility, Quality records shall be traceable to the conformance of product/part numbers delivered to Russtech. Seller shall make such records available to regulatory authorities and Russtech’s authorized representatives. Seller shall retain such records for a period of not less than (7) seven years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order.

At the expiration of such period, Russtech reserves the right to request delivery of such records. In the event Russtech chooses to exercise this right, Seller shall promptly deliver such records to Russtech at no additional cost on media agreed to by both parties.

1.4 Seller shall strictly control all inventory of Russtech proprietary product that is in excess of contract quantity to prevent product from being sold or provided to any third party without prior written authorization from Russtech.

1.5 When Russtech notifies the Seller of a detected nonconformance, the Seller shall immediately take action to eliminate the nonconformance on all products in Seller’s control. Seller shall also maintain, on file, verification that root cause corrective action has occurred and has resolved the subject condition. At the specific request of Russtech, this verification shall occur for the next five (5) shipments after implementation of the corrective action to ensure detected nonconformance has been eliminated. Russtech reserves the right to review the verification data at the Seller’s facility or have the data submitted to Russtech.

1.6 Nonconformance Notification

1.6.1 Seller shall provide written notification to Russtech within one business day when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Russtech under this purchase document when any of the following is known:

- (a) Affected process or product number and nomenclature;
- (b) Description of the problem (i.e., what it is and what it should be);
- (c) Suspect/affected serial number(s) or date codes, when applicable.

1.6.2 Notification shall include the above information as a minimum. The Seller shall notify the Russtech Buyer/Purchaser and the Russtech Quality Assurance Representative.

1.7 Seller and their subcontractor(s) shall utilize sources listed in Document D1-4426 "Approved Process Sources" whenever the manufacturing and/or inspection processes listed in D1-4426 are performed on articles on this purchase document. The current version of D1-4426 is accessible via the Internet at the following URL address: <http://www.boeing.com/companyoffices/doingbiz/d14426/>

1.8 Seller shall maintain actual processor certifications for all D1-4426 special processes performed in accordance with the requirements of this purchase document. In addition to all certification requirements defined by the applicable processing specification(s), the certifications shall contain the following:

- (a) The complete part number of the article(s) represented by the certification;
- (b) The total quantity of the parts (for each part number) represented by the certification;
- (c) The company name and address of the performing processor. The address shall include street address, city and state;
- (d) The specification number(s) and revision letter of the D1-4426 process performed.

Seller shall provide such certification upon Russtech request.

1.9 Russtech will provide its suppliers and their sub-tier process sources with the prime site of the Boeing Company (that is the design authority) as well as the aircraft model number or hardware that the part numbers represent, when applicable.

1.10 Seller's use of approved processors does not relieve Seller from verifying that the processor and the product conforms to all applicable process specification requirements.

1.11 Where Russtech specifications and/or processes are listed within the detail design, specification control, or envelope drawing, incorporated by this purchase document, Seller shall adhere to the latest revision of the Russtech specification and/or process, unless otherwise specified in the purchase document.

1.12 When Seller is a Distributor, all items furnished must include the legal name of the product manufacturer on each packing sheet immediately following the part number.

1.13 Shipping Documentation:

1.13.1 The Seller's shipping documentation shall contain the following:

- (a) A Packing Sheet;
- (b) A Certification of Compliance Statement (may be included as part of the packing sheet);
- (c) Evidence of Seller's Product Acceptance;
- (d) A copy of any NCR/rejection tags for the articles shipped, as applicable;
- (e) A copy of any completed Russtech corrective action request follow-up documentation for article(s) being shipped;
- (f) Evidence of Russtech's product acceptance, when Russtech Source Acceptance is required;
- (g) A Serialized Parts List identifying parts with an assigned serial numbers. The list shall contain the part numbers, part nomenclature and part serial numbers. This list shall also include part change letters when applicable;
- (h) The NCR/rejection tag number(s) as applicable;
- (i) Control identity of the end item deliverable of raw material or purchased articles, as applicable. The control identification is traceable to the product processed in a single run (same manufacturing date, lot, batch, heat, job or shop traveler number). When multiple lots are included in one shipment, Seller shall clearly separate the control identity of the respective lots.

2.0 Russtech Supplemental Requirements

2.1 Russtech reserves the right to reject any root cause and/or corrective action determination provided by the Seller, and may request subsequent investigation and/or corrective action to either Russtech or Seller-initiated corrective action requests. If the Seller is late in responding to corrective action requests by Russtech, or if Russtech requires subsequent corrective action, Russtech reserves the right to withhold acceptance of shipments either at source or destination until Seller's corrective action is submitted to Russtech's satisfaction.

2.2 When specifically requested by Russtech, Seller shall make specified quality data and/or approved design data available in the English language. The Seller shall maintain an English language translation of (1) its quality manual

and an (2) index of all other Seller procedures that contain quality requirements. Russtech may require the Seller to translate additional documentation.

2.3 Seller shall notify Russtech, in writing upon request, of any subcontractors who meet the following criteria:

- (a) The Seller makes a determination of product conformance by means other than source inspection;
- (b) The Seller or their subcontractor(s) delegate inspection authority to their subcontractors;
- (c) The subcontractor ships product directly to Russtech;
- (d) The subcontractor is performing processes requiring Boeing approval.

2.4 The subcontractor notification shall include subcontractor name, address, telephone number, QA manager's name, applicable product numbers, product descriptions, applicable Boeing approvals and special processes.

2.5 Seller shall not contract with subcontractors located outside the United States or its possessions who meet the Subcontractor Control criteria established in paragraph 2.3 without written acceptance by Russtech and Boeing.

2.6 When raw materials and purchased articles are manufactured from Vendor Furnished Material (VFM), the Seller shall include the control identity of the end item product on the shipping document (invoice/packing sheet) and test reports.

2.7 Products produced under this purchase document and containing metallic raw material from foreign producers required to conform to federal, military or industrial specifications shall be procured in accordance with Douglas Material Specification (DMS) 2201. When required, the Seller shall certify to Douglas Material Specification (DMS) 2201. A Seller's authorized Quality Assurance representative shall sign the certification. The Seller shall maintain on file a certification traceable to each product listing the material and the foreign producer's name and address.

2.8 When test reports are not required by the Purchase Document line item requirement, the control identity shall be on the shipping document. Control identity is traceable to product processed in a single run (same manufacturing date, lot, batch, heat, job or shop traveler number). When multiple lots are included in one shipment, the Seller shall clearly separate the control identity of the respective lots on the shipping documentation. Serial numbers are required as part of control identity when specified by the engineering data.

2.9 The Seller shall ensure that all products are of new manufacture and free of Foreign Object Debris/Damage (FOD). All products delivered, and processes performed, shall meet or exceed all specifications and requirements contained in the Purchase Document line item including reference documents specified therein.

2.10 Seller shall ensure that interior articles that are certified to Federal Aviation Regulation (FAR) 25.853 requirements continue to meet such requirements for subsequent production units. At Russtech or Boeing request, the supplier shall provide proof of testing of articles to verify their conformance to flammability requirements.

2.11 When providing calibration services, the Seller shall have a Calibration System that assures compliance with ISO 10012, Quality Assurance Requirements for Measuring Equipment. MIL-STD-45662, Calibration System Requirements, may be used as an equivalent to ISO 10012 where ISO 10012 has not been implemented. Any deviation or waiver to this requirement must be approved by both the Russtech Purchasing Agent and Russtech Quality Assurance prior to start of any processing of materials.

2.12 When the Seller uses sampling inspection as a means of product acceptance, the plan shall be statistically valid and appropriate for use. The plan shall preclude the acceptance of known defectives in the lot.

2.13 Seller's nonconformance forms shall, at a minimum, provide:

- (a) a clear identification of the part;
- (b) a space for disposition and authorizing signature;
- (c) a complete description of the condition including "is" and "should be";
- (d) a statement of the cause;
- (e) the corrective action taken.

2.14 When Russtech identifies nonconforming product and determines the cause to be the Seller's fault, Russtech will provide the Seller with notification in the form of a Supplier Corrective Action Notice Request. Upon receipt of such notification, the Seller shall develop and implement acceptable corrective action.

When the Seller disagrees with the determination of fault, Seller shall submit a written request for a Change of Charge (COC) to the initiator within thirty (30) calendar days from the date of notification. The request must include the reason and documentation/objective evidence supporting the request. Failure to notify Russtech of disagreement

with the determination of fault will be deemed to be a confirmation of the Seller's acceptance of nonconformance responsibility.

RPOC 1015

CIVIL AIRCRAFT COMPONENTS

This order is placed to support manufacture of Civil Aircraft Components under the Boeing Company Production Certificate No. 700

RPOC 1016a & RPOC 1016b

DPAS RATING (Variable)

This is a rated order for national defense use, and seller is required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order.

If this is a DX rated order, Seller must promptly provide Buyer with written acceptance or rejection of this order within (10) working days after receipt.

If this is a DO rated order, Seller must promptly provide Buyer with written acceptance or rejection of this order within (15) working days after receipt.

Seller must include in any written rejection of a rated order the reasons for the rejection.

Seller's written acknowledgement of this rated order shall constitute written acceptance of the DPAS rating.

The applicable rating is:

(RPOC 1016a) = DX rated order

(RPOC 1016b) = DO rated order