



Procurement Quality Assurance Codes

neill aircraft company 1260 W. 15th St., Long Beach, CA 90813

Phone # (562) 432-7981

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I. PURPOSE

This document establishes requirements applicable to items ordered under the Purchase Order to assure that such items are of the required quality and reliability. It contains General Requirements for product assurance, which is applicable unless expressly excluded in the P.O., and Procurement Quality Assurance Codes (PQAC's), which apply when shown on P.O.

II GENERAL REQUIREMENTS

Unless otherwise specified in the Purchase Order, the following general requirements apply to this P.O.

A. PROHIBITED PRACTICES

- **Un-authorized Repairs:** Seller may not repair any part that is damaged or found to be faulty during fabrication without written permission from the Buyer.
- **Non-Conforming Product:** Non-Conforming product identified by Seller during the manufacturing process shall be isolated and the notification to Buyer made with recommended disposition. Supplier shall obtain approval of the disposition in writing from Buyer, prior to implementing the corrective action to resolve the non-conformance.
- **Change in Approved Processes, Materials or Procedures:** Seller shall not change any process, material and/or procedure without prior written approval from Buyer.
- **Notification of Owner/Management/Facility Changes:** Seller shall immediately notify the Buyer of any change to Owner, and/or Upper Management. Seller shall not relocate any production, manufacturing and/or processing facilities during performance of the Purchase Order, without Buyer written approval.
- **Sellers Disclosure:** Seller will immediately notify Neill Aircraft in writing when discrepancies in Seller's processes or Product are discovered or suspected for Products Seller has delivered or will deliver under this agreement.
- **Subcontracting:** No further subcontracting allowed on this order, unless approved by Neill Aircraft Procurement and Quality. Further subcontracting is justification for rejection by Neill Aircraft Co.

B. RESPONSIBILITY FOR CONFORMANCE

Neither Surveillance, Inspection and/or Tests made by the Buyer or his Representatives at either the Seller's or Buyer's facility shall relieve the Seller of the responsibility to furnish items which conform to the requirements of the P.O. Supplier shall notify Buyer if it is concluded that a joint technical or contract review is necessary to fully understand the requirements of the scope of work.

C. DOCUMENTATION

The Buyer may refuse to accept items delivered under the purchase order if the seller fails to submit the certification documentation, test data or reports specified in the Purchase Order.



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D. CERTIFICATE OF COMPLIANCE AUDIT

Certifications furnished under the terms of the Purchase Order shall be supported by test records and data and are subject to audit by the Buyer.

E. CORRECTIVE ACTION REQUESTS

When a quality problem exists, Neill Aircraft may request corrective action from the seller. Such requests require timely responses and effective C/A. Requests for extension of due dates shall be directed to the Buyer or Quality Manager.

F. ACCESS TO FACILITIES

Neill Aircraft, Customers, Government Agencies and/or Regulatory Authorities reserve the right to access your facility to perform audits, inspections and investigate records, documents and processes on the manufactured/processed parts pertained to this order. The seller shall provide all reasonable assistance, supplies, equipment and facilities necessary to accomplish this task.

G. PROCESS SPEC. REVISIONS:

Process Specifications used by Processor shall be the latest available, unless otherwise specified on the Neill A/C P.O. If un-able to validate by accessing Neill A/C Customer web site; Neill will supply the Spec. Index (if available) or add the rev. level to P.O. and supply required spec. The following Customers have a spec index available and have been supplied to current approved processors for use in validating that the latest spec is being used.

- Goodrich – RPS 1-2.SCO #019
- Sikorsky – SS7777 – Material and Process Spec. Index
- Spirit - Spec. Index for SMS/SPS Specs.
- Boeing
Boeing Approved Process Sources: Processor must be, and/or use D1-4426 Approved sources <http://active.boeing.com/doingbiz/d14426/>

Supplier shall maintain actual processor certifications for all D1-4426 special processes performed in accordance with the requirements of this purchase document.

For specification revisions supplier shall refer to:
[http://www.neillaircraft.com/quality-assurance .asp](http://www.neillaircraft.com/quality-assurance.asp)

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

Supplier/Processor shall request from Neill A/C Procurement or Quality the specs



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needed when required.

III. PROCUREMENT QUALITY ASSURANCE CODES

1. QUALITY SYSTEM

The Seller's Quality System shall comply with the requirements of:

- a. AS 9100/ISO 9001
- b. AS 9003
- c. Mil-Q-9858A
- d. Mil-I-45208A
- e. Commercial – No Quality Sys. Required.

2. CERTIFICATE OF CONFORMANCE

Seller shall provide a Certificate of Conformance that material and/or articles meet all the provisions of this purchase order. Certifications must accompany each production release delivered against this Purchase Order and must contain as a minimum the following:

- Purchase Order number
- Part Number
- A statement that the items shipped conform to applicable Specifications
- A statement that conforming Test Reports and/or Inspection records are on file and are subject to examination at any time.
- Signature of authorized representative and title.

Record Retention

- Supplier will maintain, on file at Supplier's facility, Quality records traceable to the conformance of Product delivered to Neill Aircraft Company. Supplier will make such records available to all applicable Aviation Authorities and Neill Aircraft Companies authorized representatives. Supplier will retain such records for a period of not less than ten (10) years plus current calendar year from the date of shipment under each applicable Purchase Order for all Product unless specified on the Purchase Orders.

3. CERTIFIED MATERIAL TEST REPORTS (CMTR's)

Chemical and Physical material test reports reflecting acceptable test results shall accompany each shipment of articles defined in the Purchase Order. The supplier shall provide proper traceability of raw material to any product manufactured or produced on this Purchase Order.

**4. INDEPENDENT LAB MATERIAL TEST REPORT**

The supplier shall provide legible copies of the Chemical and/or Physical test reports, applicable to the operation performed, with each shipment to Neill Aircraft Co.

5. MANUFACTURER'S CERTIFICATE OF CONFORMANCE

The supplier shall provide legible copies of the Manufacturer's Certificate of Conformance with each shipment to Neill Aircraft Co.

Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermos-mechanical processing (i.e., forging, rolling, drawing, etc.), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

6. CONTROL OF SPECIAL PROCESSES

The seller must be approved by Neill Aircraft Co. to perform required Special Processes or must use special process suppliers acceptable to Neill Aircraft Co. customers. A list of such suppliers will be provided upon request.

Where acceptable by Neill A/C for supplier to use sub-tier suppliers, the requirements of the Neill A/C P.O. shall be flowed down to the sub-tier with all process and product details identified as called out on the Neill A/C P.O.

Special Processes indicated below require approval of certification of the process equipment and the procedures. Certification by a responsible representative of the Special Process Supplier shall be included with each shipment. Certificate shall indicate all special processes performed and applicable specification, including class, type, grade, etc..., as applicable.

- a. Chemical Treatment, Plating and Coating
- b. Brazing, Soldering, Welding
- c. Thermal Treatment
- d. Non-Destructive, Chemical, Metallurgical and Engineering test services
- e. Special Cleaning

7. FIRST ARTICLE INSPECTION REPORT (FAIR)

The Supplier shall provide a copy of the dimensional First Article Inspection Report with the first shipment of product to Neill Aircraft Co. The preferred form for the FAIR is "AS 9102" latest revision or similar.

8. INSPECTION REPORT – 100%

The supplier shall provide a 100% dimensional Inspection Report with shipment of product to Neill Aircraft Co. The report shall include the Part Number, Raw Material Heat/Lot number, cover all B/P Characteristics and Notes and indicate acceptance by The supplier's inspection acceptance stamp.



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9. NOTIFICATION OF ESCAPEMENT (NOE) PROCESS

Supplier shall provide written notification to Neill Aircraft Company when a nonconformance is determined to exist, or is suspected to exist on product already delivered to Neill Aircraft Company. Written notification shall include:

- a. Affected process(es) or product number(s) and name(s)
- b. Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be).
- c. Quantities, Dates, Purchase Orders and lot or job.
- d. Suspect/Affected Serial Number(s) or date codes when applicable.
Notification must occur within three (3) business days of knowing all the above information. However if the condition is possible safety of flight, submit all available information immediately.

Written notification shall be submitted to Neill Aircraft Company thru Buyers e-mail; and then Buyer will notify Neill Aircraft Company Quality Department to investigate the non-conformance.

10. STATISTICAL PROCESS CONTROL

This Purchase Order contains Key Characteristics as defined by applicable drawing – Process Control variable data shall be submitted with part shipment.

11. CALIBRATION

The Supplier shall maintain and control Measuring and Test Equipment necessary to assure that product and supplies conform to engineering drawing requirements and/or specification requirements, within the guide lines as noted in Mil-Std-45662A, ISO 10012-1 and/or ANSI/NCSS Z540-1 (Latest revision).

12. NEILL AIRCRAFT CO. SOURCE INSPECTION

Items delivered under this Purchase Order require Inspection, Test or Surveillance by Neill Aircraft Co. Quality Representative at Seller's Facility. Seller shall notify Neill Aircraft Purchasing department when product is ready for Source Insp.

13. GOVERNMENT SOURCE INSPECTION

During performance on this order, your Quality Control or Inspection System and Mfg. Processes are subject to review by authorized Govt. Representatives.

14. WORKMANSHIP

Items delivered on this P.O. shall exhibit workmanship indicative of Aerospace Quality. Evidence of Flaws, Mis-handling, Damage or Abuse shall be cause for rejection. Items must be clean and free of Foreign Object Debris/Material such as chips, dirt, oils, etc.

15. ITAR REQUIREMENTS



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This Purchase Order may include items or technology that are covered by the Munitions List and are therefore subject to the International Traffic In Arms Regulations (ITAR), 22 CFR 120-130. Accordingly, you are prohibited from exporting technical data to a foreign person without authorization from the U.S. State Department.

It is the responsibility of the recipient of this purchase order to ensure their compliance with all applicable U.S. export regulations. As part of Sellers written solicitation response, seller shall confirm, in connection with the effort related to the Neill Aircraft prospective procurement,

1. It is not a Foreign Corporation
2. It is not a representative of a Foreign Interest (RFI)
3. It will not employ foreign persons on the effort related to this Neill Aircraft P.O.
4. It is a U.S. Firm Incorporated under U.S. law.

Seller agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic In Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable.

Without limiting the foregoing, seller agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by, or associated with, or under contract to Seller or Seller's lower tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

Seller must comply with ITAR, part 122.1 Registration requirements,

- (a) Any person who engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services is required to register with the office of Defense Trade Controls. Manufacturers who do not engage in exporting must non-the-less register.

Seller shall immediately notify the Neill Aircraft Procurement Representative if Seller's firm is, or becomes, listed in any Denied Parties List or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or Agency.

16. COUNTERFEIT MATERIAL/PRODUCT (Ref. AS-5553 & AS-6174)

(1) Supplier shall only purchase products to be delivered or incorporated as Work to Neill A/C directly from the Original Component Manufacture (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributor or brokers unless approved in advance in writing by Neill A/C.

(2) Supplier shall immediately notify Neill A/C with the pertinent facts if Supplier becomes aware, or suspects, that it has furnished Counterfeit Work. When requested by Neill A/C, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.



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(3) In the event that Work delivered under the "Supplier's Contract with Neill A/C constitutes or includes Counterfeit Work, Supplier shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of the Contract.

(4) This clause applies in addition to any quality provision, specification, statement of work or other provision included in the Contract addressing the authenticity of Work. To the extent such provision conflicts with this clause, this clause prevails.

17. **CONFLICT MATERIALS**

Conflict Materials

The securities and Exchange Commission (SEC) has imposed the **Dodd-Frank Wall Street and Consumer Act** to restrict the use of conflict minerals. Conflict minerals include Tungsten, Gold, Tin, or Tantalum (and its derivatives) mined from the Democratic Republic of Congo or adjoining countries. This act of Congress requires publicly traded companies to report any product containing conflict minerals. Neill Aircraft Company expects you as our supplier to perform a due diligence review effort to determine potential conflict mineral sources. We require that you do not knowingly supply product to Neill Aircraft Company that contains conflict minerals from any of the excluded sources.

Sources: <http://www.conflictreesourcing.org/>

18. **Business Code of Conduct**

Neill Aircraft Company will conduct its business fairly, impartially, in an ethical and Proper manner, in accordance with the company's values and Code of Conduct, and in full compliance with all laws and regulations. In the course of conducting company business, integrity must underlie all company relationships, including those with customers, suppliers, and communities and among employees. The highest standards of ethical business conduct and companies are required of Neill Aircraft Company employees in performance of their company responsibilities.

19. **Product Safety**

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.

Use of Non-Conventional Manufacturing Methods.

Altering Data on Documents.

The supplier may not make any changes in product design, drawings, performance specifications, materials or processes.

20. **TMX – Boeing Supplier**

All TMX purchase orders are under the direct control of Boeing Aircraft and their applicable quality flow-downs to TMX via PAA.