

## Purchase Order Special Code Requirements

- Note 1: It is the responsibility of the Supplier to maintain current revisions of all customer drawings and applicable specifications.
- Note 2: Physical and Chemical Certification required with each shipment. Supplier to furnish copy of test report with chemical and physical analysis data. All data must be legible and in English. All relevant material standards shall be listed with appropriate revision level to which the material is being certified to (i.e. ASTM B-562-95(2012), or AMS 5511 H).
- Note 3: Certificate of Analysis required with each shipment. A report containing chemical analysis data showing compliance with the applicable specifications. All data must be legible and in English. All relevant material standards shall be listed with appropriate revision level to which the material is being certified to (i.e. ASTM B-562-95(2012), or AMS 5511 H).
- Note 4: Certificate of Conformance/Compliance required with each shipment, which states that the material conforms to the requirements of the purchase order and data is on file. If required this data must be available for review by MGAM (Morgan Advanced Materials). All data must be legible and in English.
- Note 5: The supplier shall include the latest safety data sheet (SDS) at the time of shipment. All data must be legible and in English.
- Note 6: Limited shelf life item; Certification of the date of manufacture shall be supplied with the material or, as a minimum, marked on the material or container. MGAM requires material to have a minimum of 70% of shelf life upon receipt. Material requiring special storage conditions shall be adequately marked.
- Note 7: First Article Inspection Report required with first shipment of new parts and when any new revision is ordered. The First Article Test Piece shall be identified and separated from the lot. All data must be legible and in English.
- Note 8: Calibration vendors must use NIST traceable equipment or applicable industry standards. Calibration certifications must reference standards used and any applicable calibration laboratory certification (i.e. Z-540, ISO 10012, etc.). All data must be legible and in English.
- Note 9: No changes in processes or materials permitted without advanced written permission from MGAM.
- Note 10: **Government Contract Requirements:** Provisions from the Federal Acquisition Regulation (FAR) and the Department of Defense Acquisition Regulation (DFAR)
- The materials or products to be furnished are for use in connection with a U.S. Government contract or subcontract. In addition to the MGAM Terms and Conditions of Purchase Order, the following provisions shall apply as required by the terms of the prime contract or, by operation of law or regulation. In the event of a conflict between these FAR/DFAR provisions and the MGAM Terms and Conditions of Purchase Order, the FAR/DFAR provisions shall control. All data must be legible and in English.
- The following clauses must be incorporated into any sub tier contracts or purchase orders:

FAR Provisions per Clause 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVENTION ACT OF 2009 (JUN 2010)
- 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

DFAR Provisions per Clause 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2012)

- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)
- 252-225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)
- 252-225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (OCT 2014)

**MGAM REQUIRES A SIGNED FORM PP-030 TO BE SUPPLIED WITH EACH SHIPMENT OF MATERIALS OR PRODUCTS**

**Note 11: International Trade Compliance:**

This purchase order contains items and information that are export controlled and fall under the authority of one of the following US Departments or Agencies. Exhibit A of the MGAM Terms and Conditions of Purchase Order, "International Trade Compliance" applies to this order.

- A. DOC (Department of Commerce) – Domestic: This product, equipment, or technical data is covered by the United States Commerce Control List (15 C.F.R. §774). The export of this hardware or technical data may be licensed by the Bureau of Industry and Security, U.S. Department of Commerce, prior to the export from the United States.
- B. DOC (Department of Commerce) – Export (ECCN EAR99 only): These commodities, technology, technical data or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to US law is prohibited.
- C. DOD (Department of Defense): This product, equipment or technical data is associated with a US Government Defense Contract and cannot be exported from the United States without prior approval from the US Department of Defense. Diversion contrary to U.S. law is prohibited.
- D. NRC (Nuclear Regulatory Commission): This product, equipment, or technical data is covered by the United States Nuclear Regulatory Commission, 10CFR § 110 and its export, transfer, or disclosure to a foreign

person, in any format, must be licensed by the United States Nuclear Regulatory Commission prior to export from the United States.

- E. DOS (Department of State) – ITAR (Domestic): This product, equipment or technical data is covered by the United States Munitions List (22 C.F.R. § 121.1) and the export of the equipment or technical data must be licensed by the Directorate of Defense Trade Controls, United States Department of State, prior to export from the United States.
- F. DOC (Department of Commerce): Export (other than ECCN EAR99): These items are controlled by the US government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s) either in their original form or after being incorporated into other items, without first obtaining approval from the US government or as otherwise authorized by US laws and regulations.

**Note 12: Inspection Results:** Seller shall provide objective evidence with each shipment that goods furnished under this purchase order/contract were inspected for conformance to drawing and other purchase order/contract requirements. Objective evidence shall consist of records of actual readings taken during final product acceptance, with the dimension and its tolerance, and visual examinations noted. Inspection results shall be recorded in variables (recording of actual measurement taken) format. Seller shall identify the purchase order/contract number, part number, revision number, and when applicable, serial number on each inspection data sheet and 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. All data must be legible and in English.

**Note 13: RoHS Compliance Required.** The RoHS directive aims to restrict certain dangerous substances commonly used in electronics and electronic equipment. Please go to [www.rohscompliancedefinition.com](http://www.rohscompliancedefinition.com) for a complete explanation of compliance.

**Note 14: WEEE Compliance Required:** (Applies if supplier company falls under one of the WEEE company categories 1-14). The purpose of the WEEE Directive is, as a first priority, the prevention of waste electrical and electronic equipment (WEEE), and in addition, the reuse, recycling and other forms of recovery of such wastes so as to reduce the disposal of waste. It also seeks to improve the environmental performance of all operators involved in the life cycle of electrical and electronic equipment, e.g. producers, distributors and consumers and in particular those operators directly involved in the treatment of waste electrical and electronic equipment. [http://ec.europa.eu/environment/waste/weee/index\\_en.htm](http://ec.europa.eu/environment/waste/weee/index_en.htm)

**Note 15: AEROSPACE PRODUCT REQUIREMENTS:**

**AS 9100 Quality System Certification is preferred.**  
**If Supplier is not AS9100 certified, the following statements apply:**

**Record Retention:** Please be advised that your organization is required to retain the following records for 10 years:

1. Calibration Records.
2. Inspection Documentation:
  - a. Receiving inspection

- b. First Article records
- c. In Process Inspection records
- d. Final inspection records
3. Certifications for purchased material as requested by our purchasing documents:
  - a. Certificate of Conformity
  - b. Certificates of Analysis
4. Retain quality management system documentation
  - a. Test Reports
  - b. Statistical Records
  - c. Process Control Records
  - d. Inspection and audit records of product at your premises by our organization, our customer or regulatory authority.

**Right of Access:** Right of access by MGAM, our customer and regulatory authority, as applicable to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records will be granted on request.

Should our customer visit your premises, please be advised that this will not be accepted or constituted as approval of product. Our organization and/or our customer may subsequently reject product seen at the time of the audit. You are responsible for providing acceptable product.

**Flow Down Requirements:** As applicable, suppliers shall flow down to their direct and sub tier suppliers the requirements in organization's purchasing documents including special requirements, critical items, key characteristics or product safety requirements. The documents shall be available for review upon request and shall be retained for 10 years minimum.

**Non-Conforming Product:** You are required to notify us in a timely manner of delivered nonconforming product. This is particularly important where the nonconforming product may affect reliability or safety. Notification must include a clear description of the nonconformity that includes parts affected, customer and/or organization part numbers, quantity and dates(s) delivered). You will need to obtain approval from our organization for nonconforming product disposition.

**Counterfeit Parts Prevention:** Seller represents and warrants that only new and authentic materials are used in the products to be delivered, and that work delivered contains no counterfeit parts. No other material or part, other than a new and authentic part is to be used, unless approved in advance in writing.

**Employee Awareness:** Suppliers must ensure their employees are aware of their contribution to product conformity and product safety and the importance of ethical behavior.

**Competency:** Suppliers must qualify their employees against the required competencies to ensure product and process conformity. Records of this qualification or training must be maintained for 10 years minimum.

**Change Notification:** Suppliers shall notify organization of any changes to their products and/or processes, changes of external providers and changes of manufacturing location. No changes are permitted unless approved in advance in writing.

**Packaging:** Suppliers will package all items to prevent damage during shipment and storage.

**Design and Development:** Suppliers performing design and development activities must apply configuration management controls, ensure identification and traceability of components and utilize change control. Design changes require written approval from organization using formal RFC process.

Note 16: **Conflict Mineral Compliance:** C of C must state the contents of this shipment are conflict free as defined by the Conflict Materials provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173, Section 1502 (Conflict Minerals Act).

Note 17: **NADCAP accredited Source Required:** Special processes such as welding, chemical treating, electro-plating, anodizing, chemical filming etc. performed by the supplier or subcontractors require NADCAP certification for items fabricated under this order. Special process: A process which may alter the chemical or physical properties of the item. The impact of such process cannot typically be evaluated without destructive testing. For all special processing that requires NADCAP accreditation, the supplier shall provide a certificate of conformance with each shipment verifying each special process or NDT method was performed by a NADCAP-accredited source. Certification shall provide evidence of compliance to drawing, specification, and/or purchase order, and contract requirements. Suppliers performing special processes shall list the number and revision level of the applicable process specification(s)/control(s), lot size, lot or heat number, sample size, and applicable test results. If the job was processed using a NADCAP accredited process, the supplier shall include a statement indicating the job was processed per their NADCAP accreditation and shall include their NADCAP accreditation number and expiration date.