

Note: The MRP System\Standard Messages\Terms and Conditions is the Master Document for Terms & Conditions and will be reconciled to this Appendix annually.

## Terms and Conditions

**QC1 Suspect Material / Counterfeit Avoidance and Mitigation:** Prior to submittal of potentially non-conforming product, the non-conforming product must be clearly identified, packaged, or shipped separately from any other product within that shipment. Supplier shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods to Blossom Aerospace (Texas), LLC as applicable. For all orders pertaining to raw materials, hardware and/or components, DFARS 252 applies. Suppliers are required to submit to Blossom Aerospace (Texas), LLC certifications that the product was produced inside the United States or from a qualified country as prescribed in DFARS 252.225-7001. All certifications are to be traceable back to the mill. If applicable, see also Boeing Clause D607(AS9100D 8.1.4)

### Boeing Approved Process Source(D1-4426)

Seller and/or Seller's subcontract process sources shall be an approved processor or shall use approved processors as required by D1-4426, "Approved Process Sources".

A list of the approved processors and associated processes are available from Buyer's Procurement Agent.

A Certificate of Conformance and/or equivalent Process Certificate, signed by an authorized agent of the Processor/Seller shall be maintained by the Seller. The certificate shall include purchase contract number, part number(s), Trace Number (as applicable), Process Specification number (with revision), processing date(s) and name and address of the Processor(s) performing each of the D1-4426 Processes. see Boeing Clause Q020.

### Unauthorized Material Substitution (General)

Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material.

Engineering definition includes Buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917.

Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document. If applicable, see Boeing Clause Q020.

**QC2 Changes to product and/or process definitions or a change in manufacturing line, facility, or location:** Any changes to product and /or process definitions as well as a location change require Blossom Aerospace (Texas), LLC approval. This includes any changes to the contract requirements (PO). Blossom Aerospace (Texas), LLC must approve this in writing. (AS9100D 8.4)

**QC3 Right of Entry:** In addition to Blossom Aerospace (Texas), LLC right of entry and access, the supplier agrees to right of entry and access for Blossom Aerospace (Texas), LLC customers, or regulatory agencies into all facilities and access to related records in the performance of this contract. (AS9100D 8.4)

**QC4 Requirement Flow Down:** Suppliers must flow down requirements and /or key characteristics in the purchasing documents to sub tier suppliers as applicable. (AS9100D 8.4)

**QC5 Certificate of Compliance:** The Certificate of Compliance statement shall include certification to part number as stated by Blossom Aerospace (Texas), LLC Purchase Order and compliance with specified requirements. By acceptance of the Purchase Order, the supplier certifies that materials and processes supplied under the Purchase Order shall be or have been controlled and inspected in accordance with the Purchase Order and that they meet the specified order requirements, application specifications and drawings.

**QC6 ITAR Regulation:** The Supplier certifies that it will advise its employees who have access to ITAR-controlled Technical Data of their obligations regarding compliance with the following: 1. The Supplier understands its responsibilities under U.S. export control laws and regulations, including ITAR, and certifies that it will not disseminate any ITAR-controlled Technical Data that would violate applicable export control laws and regulations. 2. The Supplier understands that ITAR restricts Foreign National access to ITAR-controlled technical data. The Supplier certifies that it will not allow access by any Foreign National to ITAR controlled technical data packages without the prior written approval of the Prime Contractor. This includes Foreign National employees as well as Foreign Nationals outside the Supplier's company. 3. The Supplier certifies that it will not assign any Foreign National to perform work which requires access to ITAR-controlled Technical Data without the prior written approval of the Prime Contractor. 4. If the Supplier provides documentation or information containing ITAR-controlled Technical Data to subcontractors, it will mark such documents, emails, etc. with the following statement: "This document contains technical data that is controlled by the International Traffic In Arms Regulations. Access to this document is restricted to U.S. citizens and lawful permanent residents (US "green card" holders)." By accepting this data, the consignee agrees to honor the requirements of the U.S. International Traffic in Arms Regulations (ITAR)."

**QC7 Shipment Delays or discrepancies:** Blossom Aerospace (Texas), LLC requires all purchase orders issued to be 100% on-time. Delay in shipment for any reason or part count discrepancies must be conveyed to Blossom Aerospace (Texas), LLC. Purchasing Department in Quality Assurance Provisions/ Clauses writing prior to delivery date of the purchase order. Notification of delinquency does not eliminate Blossom Aerospace (Texas), LLC on time delivery requirement. Unless Blossom Aerospace (Texas), LLC accepts the vendor delinquency notification, and a revised purchase order is issued.

**QC8 Packaging & Preservation:** Product shall be packaged in grade 'A' paper or skin package for transportation. Ship in containers sufficient to eliminate rubbing and scoring or any damage to finished parts or material to during shipment. Apply rust or corrosion protection when applicable (or as noted by purchase order). Ref. Boeing D37522-6 Supplier Packaging.

**QC9 Confidentiality:** All customer information (electronic data, drawings, etc) received in the request for quote stage or from the Purchase Order must be held in confidence by the supplier and no third-party request for information will be authorized unless instructed in writing by Blossom Aerospace (Texas), LLC **including Controlled Unclassified Information (CUI) where applicable.** See QC6 ITAR Regulation Clause.

**QC10 Change in Quality Management Representative or Quality Management System:** Seller shall promptly notify Blossom Aerospace (Texas), LLC of intended or actual changes in the management representative with assigned responsibility and authority for its quality management system. Furthermore, any major quality system changes must be identified to Blossom Aerospace (Texas), LLC in writing with a list of the changes and the revision level along with a signed statement that these changes do not diminish the quality system's approval in any manner.

**QC11 Natural Disaster Occurrence:** Seller shall promptly notify Blossom Aerospace (Texas), LLC of any occurrence of natural disaster that diminishes Seller's ability to deliver conforming goods or services.

**QC12 MSDS:** All hazardous materials purchased, the supplier must supply Blossom Aerospace (Texas), LLC with a copy of the latest revision of the MSDS sheets at the time of shipment or purchase.

**QC13 Calibration Clause:** All calibration must be traceable to the National Institute of Standards and Technology (N.I.S.T.) and the as found condition of all calibration equipment.

**QC14 Supplier Control:** Suppliers, who fail to meet Blossom Aerospace (Texas), LLC expectations for three consecutive quarters, or at the discretion of Blossom Aerospace (Texas), LLC Supplier Development Team, Purchasing, and /or Quality System Coordinator, may be placed on probation. This could lead to removal from Blossom Aerospace (Texas), LLC Approved Suppliers List.

**QC15 English Language:** When specifically requested by Blossom Aerospace (Texas), LLC, Seller shall specifically make specified quality of data and/or approved design data available in the English language. Seller shall maintain an English language translation of (1) its quality manual, (2) the operating instructions that implement the quality requirements, and (3) an index of Seller's procedures that contain quality requirements. Blossom Aerospace (Texas), LLC may require additional documentation to be translated, including but not limited to: shop orders, technical specifications, certificates, reports, and nonconformance documents.

**QC16 Supplier Liability:** Documented First Article Inspection reports shall be submitted to Blossom Aerospace (Texas), LLC Quality department prior to the beginning of production. The supplier assumes all financial responsibility for replacement, rework and material related to production/supplies, manufactured prior to First Article approval by Blossom Aerospace (Texas), LLC.

**QC17 Specification Revision:** All suppliers are responsible to supply materials to the latest specification(s) revision defined on the drawing or within the specification(s). (Note A83 for all Lockheed-Martin product)

**QC18 Control of Records:** Quality Assurance Provisions/ Clauses The supplier shall maintain an adequate records system. All records shall be retained in a safe and secure manner in electronic or paper format for a minimum of ten (10) years from completion of the Blossom Aerospace (Texas), LLC purchase order. All conformance documentation must show acceptance of the products and be traceable through your (the vendor's) own management system. (AS9100D 8.4)

**QC19 Persons/Employees are Aware (per AS9100D Standard):** The organization shall ensure personnel are aware of: \*Contribution to product or service conformity \*Contribution to product safety \*Importance of ethical behavior

**QC20** Please contact Blossom Aerospace (Texas), LLC with any questions, concerns, or clarifications regarding this order within 10 days of receipt. If no correspondence is made within that time period, this order will be considered accepted, you (the vendor) will assume all responsibilities associated with the order.

**QC21** When applicable, 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 QJ.

**QC22** Vendor is responsible for notifying Blossom Aerospace (Texas), LLC of any nonconforming or questionable products associated with our order. This includes notification of products already complete and shipped if the condition is discovered after processing. Such notification will take place as soon as the condition is discovered. Blossom Aerospace (Texas), LLC suppliers do not have MRB authority. Where applicable, see Boeing clause Q320.

**QC23** Should it be determined that a supplier is responsible for the root cause of a problem, they are responsible for answering corrective action request on incident. ALL corrective actions are to be handled in a timely, effective manner.

**QC24** Items purchased by Blossom Aerospace (Texas), LLC that are consumed or utilized in the manufacture/fabrication of machined parts for resale including machinery, lubricant, software, cutters, coolant, cutting oils, blades, bits, tool holders, sanding discs, tumbler media, ink, packaging supplies and crating, outside processing, raw materials, calibration, test equipment, safety equipment and equipment service are non-sales taxable.

**QC25 Cybersecurity & Controlled Technical Data Protection**

Suppliers receiving technical data, drawings, models, specifications, or information that may constitute Controlled Unclassified Information (CUI) or proprietary customer data shall protect such information from unauthorized access, disclosure, alteration, or loss using reasonable cybersecurity safeguards consistent with contractual requirements including DFARS safeguarding provisions where applicable.

**QC26 Cybersecurity Incident Notification**

Suppliers shall promptly notify Blossom Aerospace (Texas), LLC of any suspected or confirmed cybersecurity incident that may impact technical data, certifications, or information associated with this purchase order.

**QC27 Secure Transmission of Technical Data**

Electronic transmission of controlled technical data shall utilize secure communication methods appropriate to the sensitivity of the information. Unsecured transmission should be avoided unless specifically authorized.

**QC28 Cybersecurity Flowdown to Subtier Suppliers**

Suppliers shall flow applicable cybersecurity and controlled data protection requirements to subtier suppliers when subcontracting work involving controlled technical data or customer proprietary information.