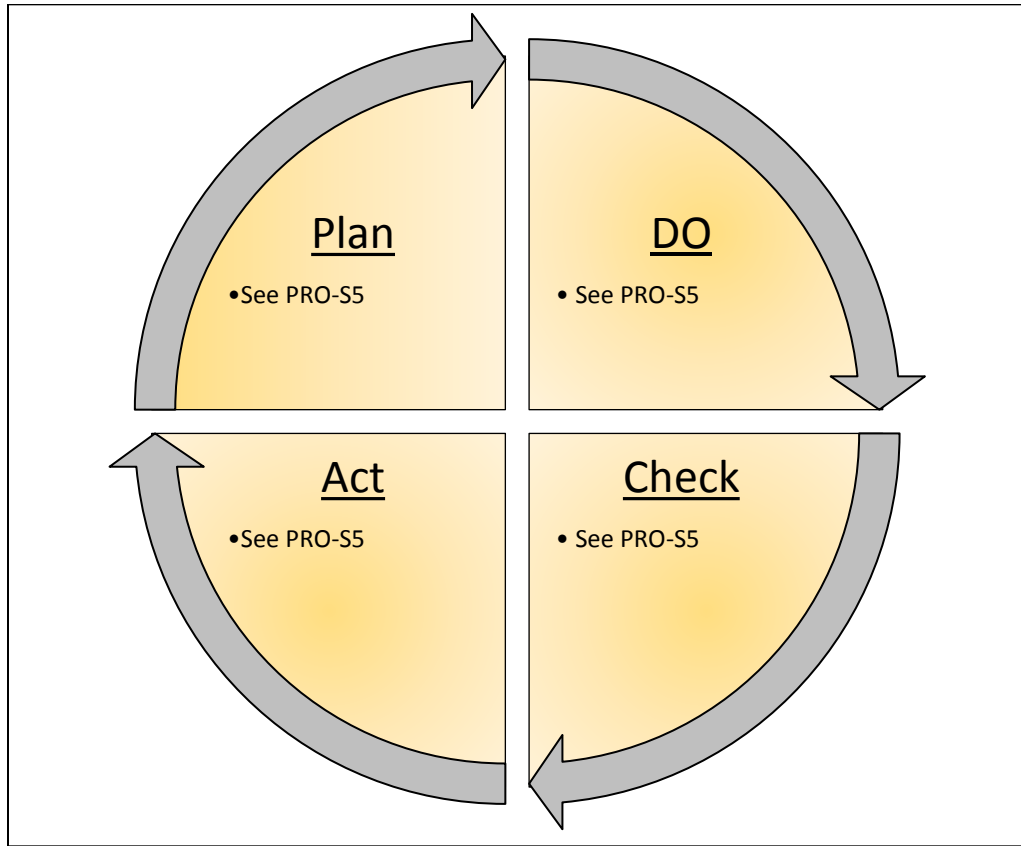


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Supplier Quality Clauses



Approvals:

Approvals	Print Name	Signature	Date
Prepared by:	William Acuna		
Management:	Scott Nieman		
Quality:	William Acuna		

- Purpose & Scope:** The purpose of this procedure is to define the supplier quality clauses.
- Process & Responsibilities :** Quality is responsible for the implementation and management of this procedure.

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3. Clauses:

Q1 Certification of Conformance Required.

Seller shall provide a certification of conformance to purchase order requirements in accordance with the applicable material specification (TCRMS) for each lot/batch delivered. Certifications shall include reference to the specification and revision as noted in the purchase order. Shelf life limited and or temperature sensitive material certifications shall include the storage conditions, maximum shelf life, and out time requirements as applicable. Traceability to all material components shall be maintained. All Certifications must be signed by an authorized seller's representative.

Q2 Manufacturer Identification

The seller shall identify the manufacturer if different from the seller.

Q3 Material Certifications Required

Seller shall provide certification and test report of chemical, physical, and/or analytical test results, as applicable, in accordance with the applicable material specification (TCRMS) or other applicable specification/requirement for each lot/batch delivered.

Q4* Quality System

The supplier must maintain a quality system (manual). The quality system must address at a minimum: Receiving and Final Inspection, Calibration of measuring and monitoring equipment (except distributors), and Corrective Action. Retention of quality records shall be a minimum of 7 years.

The supplier must notify the buyer of product and/or process anomalies, and changes in product definition.

Q5 Part Identification

Packages shall identify contents with part number, description, storage conditions, lot number and hazardous warnings as applicable.

Q6 Corrective Action

In the event of Toray Advanced Composites initiated corrective action requests, due to non-conforming material, Seller shall advise Toray Advanced Composites of action taken to correct and prevent reported discrepancies.

Q7 Source Inspection

Source inspection is required as specified on the Purchase Order. Source activity should be requested no less than 48 hours in advance of need.

Q8 Certification of Calibration

Seller shall comply with ANSI/ACSL Z540.3 or ISO/IEC 17025 requirements and shall furnish a certificate of calibration. Calibration standards used shall be traceable to NIST. Test data based on the condition of equipment "as received" and data based on condition of equipment "after calibration" shall be provided.

Q9 Record Retention (7 years min)

Seller's Quality/Inspection records shall be retained for a period of not less than 7 years after completion of purchase order. Seller shall not dispose of records without prior approval from buyer. Upon buyer's request, seller shall forward records to buyer at no additional cost, price or fee to buyer.

Q10 Request for Deviation/Waiver

Seller shall request disposition(s) for nonconforming item(s) prior to shipment. Items determined to be unacceptable by Toray Advanced Composites shall be permanently identified, by Seller, to preclude use or shipment to Toray Advanced Composites.

Q11 Replacement or Reworked Items

Replacement or reworked items resubmitted by Seller, following Toray Advanced Composites rejection regardless of rejection reason, shall be segregated and shown as separate items on the Seller's shipping documents and certifications. Seller's documentation shall reference applicable Toray Advanced Composites Non-Conforming Material Report (NCRM) number.

Q12 Drop Shipped Items

Seller shall document completion of Toray Advanced Composites instructions for drop shipped materials and shall provide retainers when specified on the Toray Advanced Composites purchase order.

Q13 Date sensitive materials

Shall have at least three-quarters of the shelf-life remaining when delivered to Toray Advanced Composites.

Q14* Right of Entry.

Toray Advanced Composites, its customers, and regulatory agencies reserve the right of access to the Suppliers applicable facility and records to determine compliance to requirements.

Q15 Customer Approved Special Process Source.

Toray Advanced Composites suppliers and sub tiers must use Toray Advanced Composites approved sources. Contact the Toray Advanced Composites buyer for a list of customer approved special process sources.

Q16 Customer Furnished Material.

Only need verification for quantity received, required paperwork, visual inspection for identification and possible damage in shipping.

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- Q17 First Article Inspection Required.**
A FAI report of all dimensions and requirements shall be furnished to Toray Advanced Composites prior to continuation of production. A copy of this report must accompany the initial shipment.
- Q18 Special Process Certifications Required.**
Certifications are required for special processing (i.e. heat treating, plating, etc.). Certifications shall include reference to the specification and revision as noted. Traceability shall be maintained throughout the processes. All Certifications must be signed by an authorized seller's representative.
- Q19 Qualified Sources, Materials, Methods and Facilities.**
Seller shall certify that raw materials, their sources, the manufacturing process and manufacturing location for the material purchased to the referenced material specification (TCRMS) have not changed from those originally qualified. Any changes must be provided in writing and approved by TAC prior to implementation.
- Q20 Digital Product Definition / Model Based Definition and Control of Software.**
Seller is required to obtain Buyer approval as a DPD-Approved supplier if Seller receives, downloads, and/or uses Computer Aided Design (CAD) geometry in any format from any TAC facility. The Seller must also use the exact CAD system software and version for any and all three-Dimensional solid model definition released by Toray or their customers. (Deviation from this requirement requires prior program management approval.) DPD / MBDs provided are Toray or Toray customer owned and the seller shall not distribute them to third parties without written permission

Digital datasets are reference only (not design or inspection authority) until DPD approval status, and CAD system software version verification is obtained.

Software used to manufacture or inspect parts will be controlled. Any changes to such software shall be validated by inspection of parts produced and an update to the FAI may be imposed by Toray or their customer.
- Q21 Tooling Control.**
Seller shall ensure that Toray or Toray customer supplied tooling is stored to prevent damage / deterioration and shall be inspected for completeness and damage on an annual basis while the tool is in the possession of the seller. An annual report shall be provided to Toray of such inspections.
- Q22 Prohibited Materials.**
Seller shall certify that product does not contain unbound silicone in the form of oils, greases or an uncured coating / adhesive.
- Q23 Conflict Materials.**
Seller is required to disclose as to whether "conflict minerals" used to manufacture their products originated in the Democratic republic of Congo ("DRC") or its adjoining countries (a country that shares an internationally recognized border with the DRC, which presently includes Angola, Burundi, Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia; collectively, together with the DRC, the "Covered Countries").

Conflict Minerals are defined as;
 - Columbite-tantalite (ore from which Tantalum is extracted);
 - Cassiterite (ore from which Tin is extracted);
 - Wolframite (ore from which Tungsten is extracted);
 - Gold, and/or any other mineral or its derivatives determined by the Secretary of State to be financing conflicts in the Democratic Republic of Congo (DRC).
- Q24 Safety Data Sheets.**
Seller shall provide a current Safety Data Sheet with each shipment of product.
- Q25 Record Retention (15 years min)**
Seller's Quality/Inspection records shall be retained for a period of not less than 15 years after completion of purchase order.
- Q26*** Counterfeit Part, Material, and Work Avoidance and Certification. The supplier's Certification of Conformance represents that the shipment does not contain any suspect or known Counterfeit Part, Material, or Work and ensures that parts, material or work are procured only through Original Equipment Manufacturers (OEMs)/Original Component Manufacturers (OCMs) or their Franchised Distributors or Authorized Supplier. Any use of other than an Authorized Supplier requires Toray Advanced Composites USA, Inc. written approval prior to procurement and use, which shall be contained within the deliverable data package. The supplier shall verify the procurement source and associated certifying documentation. Supplier's receiving inspection process shall utilize incoming inspection or test methods, or both, to detect potential counterfeit parts, material or work. The supplier shall flow this clause in its entirety or equivalent down to all lower tier subcontracts to prevent the inadvertent use of Counterfeit Parts, Material or Work. When an Authorized Supplier is not utilized by the supplier's lower tier, the supplier shall provide a copy of the risk assessment and their written approval within the deliverable data package.
- Q27*** **Employee Awareness**
Seller shall make all their employees of their contribution to the following:
 1. their contribution to product quality and or service conformity
 2. their contribution to product safety
 3. the importance of ethical behavior

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- Q28*** **Sub-tier Supplier Control**
Quality requirements imposed in the purchase agreement must be flowed to sub-tier suppliers. The Seller shall determine the quality requirements that are applicable to their sub-tier suppliers.
- Q29*** **Competence/Training**
Seller shall ensure that employees are trained and competent to perform the duties assigned. Seller shall maintain documented evidence of training of its employees.
- Q30*** **Supplier Evaluation**
Seller shall be evaluated and rated on a quarterly basis for on time delivery, first pass yield and number and responsiveness to supplier corrective action requests. Sellers not meeting minimum requirements may be removed from the approved supplier's list.
- Q31** **Test Data Evaluation**
Seller shall employ ANSI Z1.4, ANSI Z1.9 and ASTM E29 for evaluation of test data to determine conformance with specifications.
- Q32*** **Documentation Control**
Seller shall provide a system to ensure control of all documents including seller and TAC furnished drawings, technical documents, manufacturing procedures, and inspection and test procedures and for the incorporation of changes thereto. Documents shall be distributed to the proper places (e.g., manufacturing and inspection stations, receiving inspection) at the appropriate times to ensure that changes are accomplished at the proper effectivity point, changed materials are appropriately marked, and all obsolete documents are removed from use.
- Q33*** **Foreign Object Damage/Debris Prevention**
Deliverable items shall be free of Foreign Object Debris (FOD) that can be detected by visual inspection. The Supplier shall document and investigate all FOD incidents assuring elimination of the root cause. TAC shall have the right to perform inspections and/or audits as a method of verification that the Supplier's FOD control procedures are functional, documented and effective.

TORAY ADVANCED COMPOSITES (TAC) PURCHASE ORDER QUALITY CLAUSE ATTACHMENT - Clauses applicable only when specified by "Q"-number on the Purchase Order.

*Minimum Quality Clause Requirements for any Purchase Order

Reference:

- 3.1. C2-3 Receiving
- 3.2. C2-2 Purchasing
- 3.3. 74-204.2 Recommended Quality Clauses for Purchase Orders

4. Records: N/A



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Revision History:

Revision	Date	Description of Changes	Requested by
N/C	07/24/17	Original Issue	William A.