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1. Customer or Project Specific Flow downs:

- a) In addition to the requirements of this document, the material or services supplied on this order shall comply with the requirements of the referenced customer or project specific flow down clauses.
 - i) The applicable customer or project specific requirements will be identified in the Nextek Purchase Order (PO).
- b) If the customer or project specific document number or clauses have not been identified in your PO or if you have questions about clauses, contact your Nextek Procurement Agent.

2. Seller Responsibility and Flow down:

- a) The Seller is responsible for compliance with all provisions of the PO and for furnishing materials and/or processes which meet all requirements of the PO.
- b) The Seller's QMS shall assure all relevant Purchase Order requirements are flowed down to their sub-tier sellers.
 - i) The Seller's sub-tier sellers are responsible to comply with the same specifications and requirements specified on the Purchase Order.
 - ii) If any materials and/or processes are procured from sub-tier suppliers, all applicable requirements must be flowed down to the supply chain.
 - iii) The seller is fully responsible for the conformance of any materials or processes procured from sub-tier suppliers.
- c) The Seller shall notify Nextek of any changes in product that may affect form, fit, or function prior to fulfillment of this order.

3. ISO 9001 Quality Management System: The supplier shall be in compliance with the current version of ISO 9001 Quality Management System Requirements. Compliance to the requirements above shall be validated by one of the following:

- 1. Supplier shall submit a current 3rd party certification to AS9100, AS9120 or ISO 9001 from an International Aerospace Quality Group (IAQG) or International Accreditation Forum (IAF) affiliated Registrar or
- 2. Supplier shall support a Nextek survey/audit based upon requirements of AS9100, AS9120, or ISO 9001.

Supplier shall flow down these requirements to applicable lower-tier suppliers.

4. AS9100 Quality Management System: The supplier shall be in compliance with the current version of AS9100 Quality Management System Requirements. Compliance to the requirements above shall be validated by one of the following:

- 1. Supplier shall submit a current 3rd party certification to AS9100 from an International Aerospace Quality Group (IAQG) affiliated Registrar or
- 2. Supplier shall support a Nextek survey/audit based upon requirements of AS9100.

Supplier shall flow down these requirements to applicable lower-tier suppliers.

- 5. Export Control / ITAR:** Seller hereby certifies that it will comply with U.S. export and import controls laws and regulations, including but not limited to the International Traffic in Arms Regulations (“ITAR”) (22 CFR 120 et seq.), the Export Administration Regulations (“EAR”) (15 CFR Part 730-774), the regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) (31 CFR Part 500-598), the regulations administered by the U.S. Department of Commerce, Bureau of Alcohol, Tobacco, Firearms, and Explosives (“ATF”) found in 27 CFR Chapter II, and all other applicable U.S. Government regulations relating to the importation of goods into the United States (including, but not limited to, the regulations administered by the U.S. Customs and Border Protection (“CBP”) at 19 CFR 0 et seq. and other import regulations promulgated by other U.S. agencies which may be enforced by CBP)(collectively “U.S. export and import control laws and regulations”). If seller engages in the United States in the business of either manufacturing, exporting, or brokering in ITAR-controlled defense articles or furnishing ITAR-controlled defense services, Seller hereby certifies that it has registered with the U.S. Department of State Directorate of Defense Trade Controls (“DDTC”). Ref DFAR 252.225-7048 Export Controlled Items.
- 6. On-Site Visit:** Supplier agrees to on-site visits by Nextek, their customer and/or regulatory agencies when required to verify processes, procedures, or to review product and documented information prior to shipment. Nextek will notify supplier when an on-site visit is required.
- 7. Certificate of Conformance:** The supplier shall provide a Certificate of Conformance (C of C) with each shipment for all materials, processes, and/or finished goods supplied against this order. Nextek will not process the shipment until all proper documentation is received.
- 8. Conformance & Traceability (CoCT):** Component parts provided to fulfill this Purchase Order must be new and supplied from either the Original Component Manufacturer [OCM], OCM franchised distributor or an authorized aftermarket manufacturer. At time of delivery, a Certificate of Conformance and Traceability "CoCT" must be provided showing lineage of parts back to manufacturer in accordance with DFARS 252.246-7008.
- 9. Raw Material Certs:** The supplier shall provide material certifications issued by the supplier, the material manufacturer, or by the supplier’s sub-tier source(s) that actually provided the products or material delivered on this purchase order. The certification shall state the material call out, relevant specification, type, class, grade, lot number and/or date code. Certifications shall contain the signature and title of the authorized representative issuing the certification.
- 10. Raw Material Cert of Origin:** Seller, by acceptance of this Purchase Order, certifies that any goods ordered herein that are required to comply with the “specialty metals” requirements in DFARS 252.225-7008 are compliant, and that Seller shall provide to the Buyer the manufacturer’s certifications. The country of origin of raw material supplied shall be indicated on the Certificate of Conformance.
- 11. Conflict Minerals:** If seller is providing goods to buyer under this purchase order, seller shall use commercially reasonable efforts to:

 - (A) Identify whether such goods contain Tantalum, Tin, Tungsten, or Gold

- (B) Conduct a reasonable Country of Origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Protection Act
- (C) Conduct due diligence on the chain of custody of the source of any minerals originating in covered countries to identify the smelter of said minerals
- (D) Assist buyer in conducting reasonable due diligence concerning the smelters of such minerals. Seller shall include this Conflict Minerals requirement in any agreement between seller and its lower tier suppliers. Seller shall provide buyer with reasonable documentation of seller's and its lower tier suppliers due diligence efforts, in a format prescribed by buyer, when requested by buyer to enable disclosure to the Securities Exchange Commission.

12. Counterfeit Parts: Seller represents and warrants that only new and authentic materials are obtained only from Original Component Manufacturer (OCM), or the Original Equipment Manufacturer (OEM). No other material or part, other than a new and authentic part is to be utilized or provided. Should it be determined that seller has supplied counterfeit parts, then the Buyer may at its election require the replacement of all materials with non-counterfeit parts at the expense of the seller. Seller shall be liable for all costs of the Buyer, including Buyer's expense, if any, in correcting this matter to the satisfaction of the buyer's customers, including but not limited to the end customer.

13. General Cleaning Requirements:

- a) Seller shall clean all parts/items/materials in a method as to remove all foreign debris.
- b) This includes chips, burrs, oils, grease, dirt, and any other form of debris.

14. RoHS: All materials and processes used in the manufacturing of this part shall be RoHS compliant. RoHS certificate of conformance shall be delivered with each lot.

15. Prohibition of Pure Tin: Electronic, electrical, electromechanical, and mechanical piece parts and assemblies, including the internal fabrication of hardware, delivered to Nextek under the provisions of this Purchase Order shall not have pure tin finishes. Additionally, any tin-lead (SnPb) plating or solder process/processing shall result in a finish of no less than 3% lead composition.

Supplier shall provide a Certificate of Conformance (C of C) with each shipment to verify that delivered product meets the above listed composition requirements, or the material meets at least one of the following provisions:

- a. Supplier or supplier's lower tier supplier has contacted the Original Equipment Manufacturer (OEM) and verified that the specific MFR / Lot Date Code of delivered product meets the specified minimum lead (Pb) requirement if Tin (Sn) is present in the product.
- b. Supplier or supplier's lower tier supplier has verified by actual sample testing (X-ray Fluorescence testing is preferred) or other industry acceptable method that a minimum of 3% lead (Pb) is present in any process that uses tin (Sn).

16. IPC Workmanship Standard:

Supplier shall comply with the applicable requirements of the IPC standards listed below:

- a. PWBs - Workmanship Standard IPC-A-610 Class 1, 2, or 3 (Acceptability of Electronic Assemblies)

- b. Cable and Wire Harness Assemblies – Workmanship Standard IPC/WHMA-A-620 Class 1, 2, or 3 (Requirement and Acceptance for Cable and Wire Harness Assemblies)

Purchasing shall flow down these requirements to applicable lower-tier suppliers per Class # provided for specific customer job via KOP.

- 17. Sources of Electronic Parts:** Supplier will ensure compliance with DFAR 252.246-7008. Supplier shall flow down these requirements to applicable lower-tier suppliers.
- 18. Contractor Counterfeit Electronic Part Detection and Avoidance System:** Supplier will ensure compliance with DFAR 252.246-7007. Supplier shall flow down these requirements to applicable lower-tier suppliers.
- 19. Safeguarding Covered Defense Information and Cyber Incident Reporting:** Supplier will ensure compliance with DFAR 252-204-7012. Supplier shall flow down these requirements to applicable lower-tier suppliers.
- 20. Calibration:** The supplier shall control the calibration of all measuring devices against certified standards traceable to the National Bureau of Standards. The calibration program shall conform to the Specification ANSI/NCSL-Z540 1-1994, “Calibration System Requirements” and certified/accredited to ISO/IEC 17025.
- 21. Calibration Certificate:**
 - a) Seller performing calibration service shall provide a signed Calibration Certificate upon completion of calibration activity.
 - b) The Calibration Certificate shall include the following:
 - i) A title (e.g. “Calibration Certificate”);
 - ii) The name and address of the laboratory and the location where the calibrations were carried out, if different from the address of the laboratory;
 - iii) Unique identification of the calibration certificate (such as the serial number);
 - iv) Inclusion on each page an identification in order to ensure that the page is recognized as a part of the calibration certificate (i.e. page 1 of 3), and a clear identification of the end of the calibration certificate;
 - v) The name and address of Nextek;
 - vi) Identification of the method used;
 - vii) A description of, the condition of, and unambiguous identification of the item(s) tested or calibrated;
 - viii) The date of receipt of the calibration item (where this is critical to the validity and application of the results) and the date of performance of the calibration;
 - ix) Reference to the sampling plan and procedures used by the laboratory or other bodies where these are relevant to the validity or application of the results;
 - x) The calibration results with, where appropriate, the units of measurement;
 - xi) The name, function and signature or equivalent identification of those authorizing the calibration certificate;
 - xii) A statement to the effect that the results relate only to the items calibrated;
 - xiii) The conditions (e.g. environmental) under which the calibrations were made that have an influence on the measurement results;
 - xiv) Evidence that the measurements are traceable;

- xv) In cases of adjustment or repair of an instrument, the before and after results adjustment, if available, are to be reported;
- xvi) The uncertainty of measurement (and/or statement of compliance with a specification).

22. Inspection: All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may require seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Buyer shall be at seller's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of seller exists.

23. First Article Inspection:

1. The supplier shall perform a First Article Inspection (FAI) that conforms to the requirements of AS9102, Aerospace First Article Inspection Requirement. The required revision of AS9102 is the latest released revision at the time the purchase order was placed.

2. The supplier shall notify Nextek at least 10 working days in advance of the planned inspection to allow Nextek participation, if required.

3. The supplier shall provide justification if a full or partial FAI is not performed due to any lapse in production of one year or more and any non-administrative drawing revision changes. This justification must be approved by Nextek. All design or process changes require a new partial, (Delta) FAI."

4. The supplier shall include a complete copy of the full FAI or partial FAI package with the initial shipment. The First Article Inspection shall be approved by a Nextek representative(s) prior to the shipment of the material.

5. The supplier shall not commence production of units beyond the first production lot until the successful completion of the FAI, unless authorized by Nextek. Any parts produced beyond the first production lot without Nextek's approval shall be at the sole risk of the supplier.

5.1. A supplier that is unable to comply with the FAI requirements identified herein shall submit an alternate FAI plan to Nextek and obtain approval prior to the commencement of manufacturing. If the AS9102 forms cannot be used, the fields of information from the AS9102 forms must be in alignment (numbering/mapping/requirements) with the alternate form utilized.

6. A Nextek representative may witness any FAI activity or request a new FAI be performed at any time. Nextek shall have the right to inspect all work included in this order at the supplier's facility.

7. FAI is required for subassemblies and detail parts that make up the configuration item(s) included on this purchase order, with the following exceptions:

a) **SUPPLIER DESIGN AUTHORITY**

For subassemblies and/or detail parts where the supplier has design authority, FAI requirements shall be as defined in the "Statement of Requirements."

b) CATALOG AND COMMERCIAL OFF-THE-SHELF

If the part number, as listed on this PO, is for a Buyer or supplier designed product that has standard catalog or commercial off-the-shelf hardware included at subassembly levels, then FAI is not required for the standard catalog or commercial off-the-shelf parts/assemblies.

8. Supplier shall flow down these requirements to applicable lower-tier suppliers and ensure those sub-tier suppliers' first article documentation packages (for subassemblies or detail parts) are in compliance with AS9102 requirements.

24. Acceptance Test Procedure:

1. The supplier shall generate an Acceptance Test Procedure and submit it for Nextek approval prior to the delivery of the first unit of hardware. Subsequent changes or modifications shall be approved by Nextek prior to incorporation.

2. Where these tests are performed utilizing equipment controlled by computer software or firmware, the software or firmware associated with, or affecting, those tests require Nextek approval at the same time(s) as the remainder of the acceptance test procedure.

3. The ATP shall detail all testing, screening and inspection required for acceptance of the procured material and shall include, as a minimum, the following:

- a) Conditions and parameters under which each test or inspection was performed
- b) Tooling and equipment utilized during testing and inspection including calibration due date.
- c) The method of testing and inspection performed, how to test or inspect and how to record results
- d) The sequence of the tests and inspections performed
- e) Accept/reject criteria
- f) Traceability of every requirement to a test or inspection on the ATP.

4. The supplier shall not test material without an approved ATP.

5. The supplier shall maintain a copy of the approved ATP, available for Nextek review, for a period identified in Clause #10 from the date of Purchase Order completion.

25. Foreign Object Damage (FOD) Prevention: The seller shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 as a guideline. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods. The written procedures or policies developed by the seller shall be subject to review and audit by Nextek, Nextek's customer and/or government representative, and disapproval when the seller's procedures or policies do not accomplish their objectives.

26. Resolution of Conflicts or Inconsistencies occurring in the order:

a) It is Seller's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with Buyer any known inconsistencies or conflicts in any parts of the Purchase Order or referenced documents.

b) Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies.

c) Where documents are referenced, the version in effect at the time of order placement shall apply.

27. Obsolescence Management: The supplier shall notify Nextek within two working days upon receipt of information that a part/material has or will become obsolete, including its sub-tier suppliers' parts and materials. The supplier shall identify alternate sources, replacement parts, or optional part numbers for parts and materials that become obsolete. The supplier shall revise applicable engineering drawings, schematics, and specifications to incorporate the new parts information. The supplier shall ensure hardware is producible, maintainable, and supportable through the life of the contract.

28. Engineering dataset/drawing information:

a) Seller shall ensure the engineering documents (e.g. drawing, dataset, parts list, specifications, engineering planning documents, statement of work) of the configuration specified for this contract item is available and applied as the authority for the manufacture and inspection of the ordered Goods.

b) Seller shall ensure goods conform to specified engineering documents and associated revision.

i) Seller will contact Nextek Procurement Agent for resolution of differences between configuration of Goods and the contract specified engineering documents and associated revision.

ii) Seller shall ensure resolution of configuration differences in advance of Seller's request for Nextek verification (when required) and in any case prior to shipment.

c) Seller shall record on shipping document, the configuration information of the Goods and, when applicable, serial number. The configuration information shall include the revision for the applicable engineering documents.

i) *Drawing and/or Dataset & Revision*

ii) *Parts List & Revision*

iii) *Engineering / manufacturing document & Revision*

iv) *Specification & Revision*

v) *Statement of Work & Revision*

29. Supplier Process Change Control: No changes in materials, processes, procedures, design interfaces or software which affects the form, fit, function, safety, weight, maintainability, service life, reliability, replace ability, or interchangeability of the items to be delivered to Nextek shall be made without prior written approval/acknowledgement from Nextek. Listed below are examples (not all inclusive) of events which the supplier shall evaluate for product impacts as defined above.

- a. Name / Cage Code / Relocation Change
- b. New Equipment
- c. Equipment Relocation
- d. Material Change
- e. Process Change
- f. Design Change
- g. Drawing Conflict
- h. Sub-Tier Supplier Change

Supplier shall flow down these requirements to applicable lower-tier suppliers.

30. Special Process Control: All special process suppliers shall be approved by Nextek and / or Nextek customer, including those provided by sub-tier special process suppliers. Special processes referenced by

specification within the Nextek or its Customer's engineering design shall be identified, documented and maintained by the supplier. Changes to special processes referenced within the Nextek or its Customer's engineering design or special process suppliers require prior written Nextek approval. Supplier shall flow down these requirements to applicable lower-tier suppliers.

31. Electrostatic Discharge (ESD) Protection Requirements: The supplier shall ensure that all ESD Sensitive items are handled, packaged, and labeled in accordance with "Electrostatic Discharge Control," DOD-STD-1686, and DOD-HDBK-263. Supplier's ESD program should meet the requirements of ANSI/ESD S20.20-2014 for Packaging, Storage, Shipping, Testing, and Production of product.

32. Record Retention: The supplier shall retain records that remain legible, readily identifiable, and retrievable for the period referenced below after the date of the completion of this purchase order. The seller is required to retain all records that are needed to demonstrate conformance to the purchase order. For example, that may include : records of inspection measurements, records of product testing, documents reflecting work performed to produce a product (i.e. shop travelers, routers, etc.), traceability to manufacturer part number/lot number/date code, records of calibration, raw material certificates, purchase orders to sub-tier suppliers and the corresponding certificates of conformance. These records shall be made available to Nextek upon request.

32a. Period = 3 years

32b. Period = 7 years

32c. Period = 10 years

32d. Period = 15 years

32e. Period = 20 years

33. Nonconforming Material Control: Supplier shall have a documented internal system or process that includes provisions to identify, segregate, and control nonconforming material to ensure the seller does not ship nonconforming material to Nextek.

1. Supplier is authorized to make the following dispositions:

1.1. Rework to product requirements

1.2. Scrap

1.3. Return to sub-tier supplier

2. Supplier is not authorized to make the following dispositions:

2.1. Use as is (UAI)

2.2. Repair

3. If the supplier determines that a UAI or Repair disposition is needed, the seller shall contact Nextek for Material Review Board disposition

Supplier shall flow down these requirements to applicable lower-tier suppliers.

34. Supplier Corrective Action Request (SCAR): When required, the seller agrees to provide a formal response to all Supplier Corrective Action Requests (SCARs) within the timeframe indicated on the SCAR. Failure to provide a formal SCAR response within the established time frame shall adversely affect supplier quality rating, and may impact future procurements.

35. Material Review Authority: Once a deviation or waiver (nonconforming) condition is identified, continuing to add value to the item(s) without Nextek approval is at supplier risk. Unless otherwise

specified in this purchase order or other contractual documentation, the supplier and/or any of their suppliers/subcontractors do not have authority to process use-as-is, repair, or standard repair procedures via their Material Review Board (MRB). These dispositions, including requests for deviation and requests for waivers, require Nextek disposition and shall be submitted to Nextek for approval (this does not include rework or scrap). Supplier shall flow down these requirements to applicable lower-tier suppliers.

- 36. Critical and Limited Life Items:** Date of manufacture and shelf life must be supplied with each limited life item. Limited life items must have a minimum of 50% shelf life remaining when received by Nextek.
- 37. Safety Data Sheet (SDS):** The supplier shall furnish a Safety Data Sheet (SDS) for each item on this purchase order that contains hazardous materials or requires special attention for proper handling. The Safety Data Sheet must accompany each shipment of material.
- 38. Serial Number Traceability:** Serial number traceability is required for this purchase order. Serial number schemes shall be developed, controlled, and implemented by the supplier for each deliverable part, assembly or end item. Serial numbers shall be unique for each part and must be used once only, for this or any follow-on orders. A list of serial numbers to be shipped must be printed on the delivery sheet (C of C, packing list, etc.) and documented on Acceptance Test Procedures, if required. Serial number shall be permanently marked on each deliverable part, assembly or end item.
- 39. Commercial Packaging:** Preservation, packaging, and packing of all deliverable goods shall be in accordance with the latest revision of ASTM D3951, standard practice for commercial packaging, unless other requirements are specified in this order. Pink Poly material shall not be used as a primary packaging material or as an insert in waffle packs or trays.
- 40. Solder Sample:** The supplier shall provide at least two solder samples with each order. Solder samples may be non-functional, but must meet the following:
 - a. Must be a sample of finished product.
 - b. Must be clearly marked to indicate sample.
 - c. Must be whole (not a cut corner of the board).

Supplier shall flow down these requirements to applicable lower-tier suppliers.

- 41. Cross Section and Report:** The supplier shall provide a cross section (or micro section) sample of the smallest hole on the board and a corresponding cross section report with each order. The cross-section report measurement data must correlate to the cross-section sample location provided. Supplier shall flow down these requirements to applicable lower-tier suppliers.
- 42. Electrical Test Report:** The supplier shall provide an electrical test report with each order. The electrical test report must provide evidence of successful electrical testing of the entire order quantity of boards. Supplier shall flow down these requirements to applicable lower-tier suppliers.
- 43. Dimensional Report:** The supplier shall provide a dimensional report with each order. The dimensional report must provide evidence of verification that the mechanical outline and hole pattern measurements of the entire order quantity of boards conform to the applicable drawing. Supplier shall flow down these requirements to applicable lower-tier suppliers.

44. Control and Monitoring of Suppliers: External providers must maintain a target composite score of $\geq 90\%$. If levels drop below target, the external provider will be notified and may be placed on conditional status or disapproved if not corrected. This score is a weighted combination of On Time Delivery (OTD) and quality (non-conformances).

CHANGE HISTORY

REV	DESCRIPTION OF CHANGE	DATE
B	Add clause 44 for Control and Monitoring of Suppliers	10-24-22
A.1	Clarified Clause 16 IPC classes 1, 2, or 3.	12/17/19
A	Addition of 32e. record retention period = 20 yrs.	12/11/2018
NEW	Initial Release	12/3/2018