

	DOCUMENT NUMBER QF-8405	REVISION: A
		EFFECTIVE DATE: 06/01/2020
Supplier PO Terms and Conditions		Page 1 of 4

The Purchase Order notes / Supplier Requirements establishes general product assurance requirements and is intended to define the requirements for the Supplier to assure that all goods and services delivered to Bridgeways conform to specified requirements for quality and Bridgeways' customer requirements. This constitutes an extension of the contract between the Supplier and Bridgeways covering the goods or services as described in the Purchase Order.

The Supplier's acceptance of the Purchase Order shall constitute agreement to the requirements stated herein. In the event of any discrepancy between the Purchase Order and the requirements of this document, the terms and conditions of the Purchase Order shall take precedence.

The following PO notes are applicable to every purchase order: Q001-015
The remaining PO Notes are as applicable to the purchase order.

PO Note Number	Name	Description
Q001	Right of Entry	The Supplier shall grant reasonable access to Supplier's facilities to the representatives of Bridgeways, Bridgeways customers, US government and/or regulatory agencies for the purpose of evaluating Suppliers conformance to all purchase order requirements. This also includes the Supplier's sub-tiers facilities.
Q002	Product Control	Supplier agrees not to make any change to material or design that would affect the part or any component of that part without prior written authorization from Bridgeways
Q003	Process Control	By delivering products or services on the purchase order, the Supplier certifies that such products or services are in compliance with all applicable requirements of the Purchase Order.
Q004	Lot Tracking	Supplier shall have a lot tracking system in place for accountability of materials, manufacturing and any process performed.
Q005	Document Control	Supplier shall consider all information and property obtained from Bridgeways or Bridgeways customers as proprietary and shall keep confidential and protect from disclosure. Unless authorized in writing by Bridgeways, the Supplier may not transmit or furnish any proprietary documents, or copies of such documents, to anyone outside the Supplier's business organization except to a sub-tier source used by the Supplier for performance of work on the Bridgeways purchase order. All planning, drawings, etc. issued with a purchase order must be returned to Bridgeways upon completion or cancellation of the purchase order.
Q006	Sub-contracting	The Supplier is responsible for meeting all the specified technical and quality requirements, whether the Supplier performs the work, or the work is performed by the Supplier's sub-tier sources. The Supplier is responsible for ensuring that all applicable requirements are flowed down to any Sub-tier Supplier used. The Supplier shall not outsource work without prior written approval from Bridgeways.
Q007	Quality Records	All quality records must be in English, legible and stored in a suitable environment to prevent damage, deterioration, or loss. Records which are the property of, or pertain to, Bridgeways contracts or POs, are not disposed of without Bridgeways written consent. Record entry correction must be done by crossing-out the incorrect data, signing/stamping and dating the new entry. Whiteouts or complete blot-outs of incorrect entries are not permissible. Blank fields are not allowed, write "N/A" for fields not requiring any entry or data.
Q008	Packaging	Unless otherwise required by the purchase order, the Supplier shall incorporate good commercial standard practices for the preservation, packaging and shipment to include damage to products during shipment to Bridgeways or deterioration while in storage at Bridgeways



DOCUMENT NUMBER
QF-8405

REVISION: A

EFFECTIVE DATE:
06/01/2020

Supplier PO Terms and Conditions

Page 2 of 4

Q009	No Substitutions	Unless authorized in writing by Bridgeways, the Supplier shall not make any substitutions or changes to processes or materials. Items furnished under this Purchase Order shall be identical in form, fit and function to product previously accepted by Bridgeways Any revisions must be approved by a revised Purchase Order from Bridgeways
Q010	Ethical Behavior	Supplier shall put in place a process to ensure communication to its employees to ensure they are aware of: <ul style="list-style-type: none"> • their contribution to product or service conformity • their contribution to product safety • the importance of ethical behavior
Q011	FOD	FOD Prevention Program- Supplier shall establish and maintain a FOD prevention program in compliance with AS9146, Foreign Object Damage (FOD) Prevention Program
Q012	AAM	Acceptance Authority Media (AAM) – Supplier shall comply with the AS9100 requirements and 14CFR Part 21.2 regarding the application of the AAM requirements. Supplier shall ensure that the use of AAM is clearly defined within its processes/systems. Supplier shall, upon Bridgeways request, be able to demonstrate evidence of communication to its employees. The use of AAM must be considered as a personal warranty of compliance and conformity. The Supplier should assess AAM as follows: <ul style="list-style-type: none"> • Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.) • Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, “Stamp/Sign as you go”, etc.) • Authority Media Application Misrepresentation (i.e., Uncertified personnel, Falsification of documentation, Work not performed as planned, etc.) • Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper use of authority media, etc.)
Q013	Counterfeit Parts	Supplier shall put in place a program to avoid, detect, and mitigate counterfeit parts and materials. Suppliers should reference AS6174 for guidance. Suppliers should also flow down counterfeit parts programs requirements to their sub-tiers, especially but not limited to: <ul style="list-style-type: none"> • Electronic parts • Raw Materials suppliers • Distributors
Q014	Supplier Performance	The acceptable supply base composite performance must be $\geq 99\%$ Quality and $\geq 98\%$ Delivery. Individual suppliers that are not meeting these minimums may be contacted and process improvements plans and/or corrective action may be required by Bridgeways.
Q015	Human Rights	Seller commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement for which Bridgeways may elect to cancel any open Orders between Bridgeways and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Bridgeways for an Event of Default under this Contract/Agreement.
Q016	X31764	Supplier shall put in place a process to ensure conformance to latest revision of Boeing X31764 and shall flow these requirements to sub-tier suppliers
Q017	Time Sensitive Materials	Supplier shall include the type of material, manufacture date, expiration date and lot or batch number.
Q018	Certificate of Conformance	A Certificate of Conformance completed is required with each shipment for all parts, materials, or process performed. This certificate will include as a minimum: <ul style="list-style-type: none"> • Company Name • Name of authorizing person. • Purchase Order Number • Part Number or Description



DOCUMENT NUMBER
QF-8405

REVISION: A

EFFECTIVE DATE:
06/01/2020

Supplier PO Terms and Conditions

Page 3 of 4

		<ul style="list-style-type: none"> • Manufacture Date. • Manufacturing/Material Spec (as required) • A statement of compliance that shall be worded substantially as follows: "This is to certify that all materials, processes, parts and/or assemblies shipped herewith under subject purchase order conform to the specifications as called out on the purchase order and associated documents."
Q019	First Article	<p>Buyer's inspection and acceptance of First Article product(s) is required prior to Supplier delivering the production order. Each First Article shall be completely processed per the purchase order and clearly identified as First Article sample and submitted to Bridgeways for approval. Supplier shall perform First Article Inspection (FAI) in accordance with AS9102 (latest revision) on all supplied product. AS9102 forms are available at https://www.sae.org/iaqg/forms/index.htm. First Article Inspection Reports (FAIRs), including delta/partial FAIs, are to be supplied to Buyer in electronic format prior to shipment of all first article parts. Supplier shall furnish FAI supporting documentation (material certs, work orders, etc.) electronically upon Buyer's request.</p> <p>Under this contract, the supplier shall flow down the substance of this clause to all subcontracts awarded.</p>
Q020	Testing	<p>Supplier shall furnish functional tests reports or results as required by the applicable purchase order, drawing, or specification. The Supplier or a recognized testing laboratory may perform testing. Supplier's verification program shall document the frequency of such tests and test results.</p>
Q021	Non-conformance	<p>Any products found to be nonconforming to Bridgeways drawings, specifications, purchase order, or other applicable requirements either by the Supplier or the Supplier's sub-tier sources, shall be identified, segregated and reworked or replaced with conforming products prior to delivery to Bridgeways. Bridgeways reserves the right to reject and return any non-conforming products to the Supplier at the Supplier's expense.</p> <p>When the Supplier has determined that non-conforming product(s) have been delivered to Bridgeways the Supplier shall notify the Bridgeways buyer within twenty-four hours of the initial discovery.</p> <p>When Bridgeways notifies Seller of a detected nonconformance, Seller shall immediately take action to eliminate the nonconformance on all products in Seller's control. Seller shall also maintain verification that root cause corrective action has occurred and has resolved the subject condition. Bridgeways reserves the right to review the verification data at Seller's facility or have the data submitted to Bridgeways.</p>
Q022	Supplied Material	<p>Bridgeways may provide material and/or components to the Supplier for use in or on products to be delivered by this purchase order. In such cases the Supplier shall establish and maintain strict accountability for all Bridgeways furnished material to ensure that it is properly used and accounted for. The Supplier shall return any unused Bridgeways material/components upon completion or cancellation of the purchase order.</p>
Q023	Calibration Suppliers	<p>By delivering products or services on the purchase order, the Supplier certifies that such products or services are in compliance with all applicable requirements of the Purchase Order and that all measurements are traceable to NIST. Supplier shall be certified to applicable industry standard, e.g. ISO17025, ANSI Z540, ISO 10012</p>
Q024	Certificate of Analysis	<p>A Certificate of Analysis stating compliance meeting the requirements of applicable material specifications is required with each shipment for all parts, materials, or process performed. It shall require as a minimum:</p> <ul style="list-style-type: none"> • A statement that all materials, processes, inspections and test meet the requirements of all specifications listed on the purchase order. • Manufacturer's name and address • Material name as called out on the Purchase Order • Name of person who prepared Certificate • Manufacture Date



DOCUMENT NUMBER
QF-8405

REVISION: A

EFFECTIVE DATE:
06/01/2020

Supplier PO Terms and Conditions

Page 4 of 4

		Chemical and Physical properties including actual values, material specifications, and specification revisions.
Q025	Part Marking	<p>Part Marking – All packages must be traceable to shipping documentation which will include the following information at minimum:</p> <ul style="list-style-type: none"> • Purchase Order Number • Lot and/or Work Order Number • Name of Manufacturer • Manufacturing/Material Specification Number (as applicable) • Revision Number • Material Type/Description • Material Grade (as applicable) • Manufacture Date
Q026	Distributor's Certificate of Conformance	<p>Distributor's Certificate of Conformance - A Certificate of Conformance is required with each shipment for all parts, materials, or process performed, along with a copy of all sub-tier supplier/manufacturer certifications to show traceability from the original manufacturer. These certificates will include as a minimum:</p> <ul style="list-style-type: none"> • Name of authorizing person. • Distributor's Purchase Order Number or sub-tier's Lot Number. • A statement of compliance that shall be worded substantially as follows: <p>"This is to certify that all materials, processes, parts and/or assemblies shipped herewith under subject purchase order conform to the specifications as called out on the purchase order and associated documents."</p>
Q027	PC 700	<p>This procurement is under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 quality system supplier control program. THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BOEING: "Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer." (FAA-PMA) THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE "Seller" WITH THE COMPANY NAME OR "WE". Boeing requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.</p>