

TENS Machine Company, Inc.

Supplier Quality Clauses

QC1 Copies of all material, processing and test certificates must accompany each shipment of parts as required by the engineering drawing and applicable specifications.

QC2 All special processes of the purchase order are to be performed by sources approved by the prime customer (as listed on the end customer Approved Supplier List), and to the latest revision level of the process specification.

QC3 Original **chemical & physical analysis certifications** must accompany each shipment of parts from supplier purchased materials and hardware. The TENS Machine part number is to be noted on each certification.

QC4 Parts shipped to TENS Machine must be **100% inspected** and accepted by the supplier. Any rework which needs to be performed by TENS Machine will be debited from the suppliers invoice.

QC5 In a case of **non-conformance** to drawing requirements, all items must be tagged with the discrepancy. The packing slip should be noted with the number of items discrepant (see QC21).

QC6 For a first time production run of any part, First Article inspection report for each dash number is required by the supplier. A **First Article Report (FAI)** utilizing AS9102 or a pre-approved equivalent form is required. The inspection report shall indicate the actual measurement obtained for each characteristic listed on engineering documents (blue print, model, parts list, etc.) or any other document defining the configuration of product supplied to seller by Tens Machine. When repetitive dimensions are inspected (e.g. holes of the same size in multiple locations) record actual results individually and specify locations. An amended (Delta) FAI report is required when any changes to the configuration of product are made. New FAI or Delta FAI is required when:

- a) A new product first production run.
- b) Tens Machine documentation requires FAI inspection.
- c) A change in design affecting fit, form, or function of part.
- d) A change in manufacturing source(s), process(es), inspection methods(s), location of manufacture, tooling or materials, that can potentially affect form, fit, or function.
- e) A natural process or man-made event, which may adversely affect the manufacturing process.
- f) A lapse in production for 2 years or as specified by the customer.

QC7 During the performance of the purchased order, TENS Machine its customer, and National Aviation Authorities has the **right of entry** to the supplier's plant or office to assure and verify the quality, material, records and performance of the order.

QC8 All parts must be protected against damage and corrosion during delivery and performance of the order, utilizing sound packaging practices.

QC9 If applicable, assigned serial numbers shall be maintained throughout all manufacturing operations and shall be identified on all TENS Machine documentation at time of shipment.

QC10 The supplier is responsible to ensure that material utilized for the performance of the order whether consigned by TENS Machine or furnished by the supplier, is to be segregated to insure traceability and prevented from being intermingled with other material.

QC11 Material consigned by TENS Machine may not be substituted by any other material to complete the order requirements. If an item is scrapped in excess of the 5% scrap allowance, it is the supplier's responsibility to immediately notify in writing, the TENS Machine buyer of the need for more material to be able to catch up to the run, otherwise the supplier may have to run a smaller lot . The supplier will be liable for the replacement cost, and accountable for all materials consigned by TENS Machine Company.

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QC12 Upon receipt of a drawing from TENS Machine, it is the supplier's responsibility to thoroughly review and understand the drawing geometric tolerance symbols, and be capable of complying with the requirements prior to manufacturing. Any technical questions regarding interpretation shall be in writing and faxed to TENS Machine @ 631-981-3372.

QC13 For **close tolerance holes** (.0015" or less) GO and NO GO gauging techniques are not acceptable. Acceptable techniques: Dial Bore or Air Gauging.

QC14 Items on this purchase order are for **Boeing Aircraft** use and must comply with all Boeing engineering requirements, including D-590 and DI-4426 specifications for the particular items ordered.

QC15 Item on this purchase order are for **Northrop Grumman** use and must comply with the Approved Special Processor Listings (AQSP).

QC16 Performance of this order is subject to AS 9100 Requirements. When a **key characteristic** is required by the engineering drawing, TENS Machine operations sheet and or purchase order, the key characteristic shall be placed under **statistical process control (SPC)**. The data and charts must be forwarded to TENS Machine Quality Department for analysis with each shipment of parts. If a supplier does not have the ability to perform SPC, contract the TENS Machine buyer immediately prior to starting any manufacturing process.

QC17 As a minimum the supplier shall maintain an inspection system and calibration system in accordance with the latest revision level of MIL-I-45208 and ISO 10012 or an equivalent document.

QC18 Suppliers are required to complete and return within 14 days upon receipt TENS Machine **"Vendor/Supplier Quality Systems Survey"** as requested every three years.

QC19 **Standard hardware** (MS, NAS, BAC, AN, etc.) shall be manufactured to the latest revision specification, and will require certificate of compliance indicating original hardware manufacturer.

QC20 TENS Machine must be informed by written notification if there are any **changes** in product and/or process definition. Change will be reviewed by TENS Machine and approval may be needed.

QC21 Supplier is required to inform TENS Machine, within 48 hours, of any **nonconforming product**. TENS Machine reserves the right to disposition nonconformances related to this purchase order (see QC5).

QC22 Supplier must **retain records** a minimum of 10 years. When TENS Machine customer has a requirement for retention time of greater than 10 years, the customer requirement will take precedent.

QC23 When a sub-tier supplier is used by a TENS Machine's supplier, the supplier will **flow down** to the sub-tier all applicable requirements cited in purchasing documents, including Key Characteristics where required.

QC24 Item on this purchase order is for **Triumph Aerostructures - Vought Aircraft Division** use and must comply with Triumph Aerostructures - Vought Aircraft Division Approved Special Processor Listings.

QC25 The supplier shall maintain a Quality Management System compliant with the latest revision of either **AS9100 or ISO9001**.

QC26 FOD Prevention Program

Supplier shall have a Foreign Object Damage/Debris Prevention program in place. The supplier shall employ **appropriate housekeeping practices** to assure timely removal of residue/debris generated, if any, during the manufacturing operations and/or normal daily tasks. Seller shall determine if sensitive areas that

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may have a high probability for introduction of **Foreign Objects** should have a special emphasis control in place that are appropriate for the manufacturing environment. The supplier shall determine the need for, and implement, a FOD prevention program, including awareness training. Refer to NAS 412 or AS9146 standards for guidance.

If the PO references Lockheed Martin as end item user, the supplier will refer to Lockheed Martin quality clause Q4R. FOD prevention program will be in accordance with AS9146

QC27 Any **TENS Machine owned tooling, equipment, gages, fixtures, or jigs** supplied by TENS Machine shall be controlled in a way to prevent loss, damage, and deterioration. Proper identification of the tooling/equipment shall be maintained at all times. Tooling/ Equipment at no point shall be altered, repaired, reworked or changed in any way without written notification from TENS Machine or our Customer. If tooling/equipment has been identified as end customer owned (Lockheed Martin, Northrop Grumman, Triumph, etc.) it shall be controlled using the applicable requirements found in the end customer quality specifications (ex. Lockheed Martin TMS-MC-015 "Supplier Tooling Manual"). If tooling/equipment is lost or damaged, supplier shall contact TENS Machine within 24 hours. Tools/equipment shall be returned to TENS Machine at close of the purchase order or at anytime requested.

QC28 Counterfeit part prevention:

- a) "Counterfeit Work means work that is or contains items misrepresented as having been designed and/or produced under approved system or other acceptable method. The term also includes approved work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- b) Seller shall establish and maintain a counterfeit parts prevention program ensuring that all counterfeit material(s), services and component parts are not delivered or incorporated into products being acquired by TENS Machine. Counterfeit prevention procedures shall be in accordance with SAE AS6174 and or SAE AS5553.
- c) Seller shall ensure that all sub-contractors (supply chain intermediaries) used by the seller shall have a counterfeit parts prevention program in compliance with SAE AS6174 and or SAE AS5553.
- d) Seller agrees and shall ensure that counterfeit work is not delivered to TENS Machine.
- e) Seller shall only purchase products to be delivered or incorporated as work to TENS Machine directly from Original Component Manufacturers (OCM)/Original Equipment Manufacturers (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Tens Machine
- f) Seller shall immediately notify TENS Machine with the pertinent facts if seller becomes aware or suspects that it has furnished counterfeit work. When requested by TENS Machine, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- g) TENS Machine has the right to refuse to accept any materials, services and or component parts it has determined to be counterfeit or fraudulent.

QC29 Items on this purchase order are for **Lockheed Martin** use and must comply with all Lockheed Martin engineering and quality requirements, including LM Aero Appendix QX and LM Aero Appendix QJ specifications for the particular items ordered.

QC30 This purchase order contains Engineering information supplied in the form of **Digital Data Sets**. The supplier is to have a system in place to ensure the control and integrity of all digital data supplied. Including, but not limited to, secure storage, review, approval, and revision control.

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QC31 This clause is applicable to purchase order's that identify product/services to be completed for end customer of **Lockheed Martin**. Suppliers who incorporate non-deliverable software into the automated manufacturing or inspection of deliverable product, supplier shall meet the applicable requirements of the latest version of Lockheed Martin Q6R. Supplier shall have a documented software control procedure that includes, but not limited to, configuration management, change control, security, backup process, approval process for software prior to use, and a process to internally audit the system.

QC32 Item on this purchase order is Lockheed Martin use and must comply with Approved / Controlled Processor Listing (QCS-001).

QC33 This purchase order is subject to the requirements of DFARS 252.225.7001 (Buy America).

QC34 This purchase order is subject to the requirements of DFARS 252.225.7009 (Specialty Metals).

QC35 This purchase order is subject to the requirements of DFARS 252.225.7016 (Restrictions on acquisition of Ball and Roller Bearings).

QC36 This purchase order is subject to the requirements of DFARS 252.204.7008 (ITAR/EAR).

Applicable to all Suppliers:

- A) Supplier shall contact TENS Machine with any questions, concerns, comments, or clarifications of any clause flowed down to supplier in TENS Machine Purchase Order. If any industry specifications or end customer documentation has been identified and supplier does not have or cannot acquire appropriate documentation, supplier will contact TENS Machine Quality Department.

- B) Supplier will ensure that employees involved in the fulfillment of this PO are **aware** of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.