



3034 10th Street. Riverside, CA 92507
PH: 951-783-9325

Purchasing and Quality Requirements

Scope:

The scope of this document extends to all Suppliers accepting EXCEL SEALS purchase Orders, with the exception of the Supplier proprietary part numbers and standard catalog items. Definitions:

(A) Quality Records: All records created to verify and substantiate product conformance. These shall include planning documents, Purchase Orders, material and process certifications, testing, First Article Inspection, in-process, final inspection, and other pertinent records to verify conformance to the established requirements.

(B) Standard Catalog Hardware: A part or material that conforms to an established industry or national authority published specifications, having all characteristics identified by text description, National/Military Standard Drawing, or catalog item.

(C) Boeing, Douglas, Lockheed standards are considered as industry standards.

References: AS9100, Element 8.4

AS9102

Purchasing Clauses

P1 - Responsibility:

The Supplier is responsible to ensure all appropriate requirements are adequately fulfilled in accordance with the Purchase Order (Contract) requirements and this document.

P2 - Subcontracting:

The Supplier agrees to obtain Excel Seals' written approval before subcontracting this order or any substantial portion thereof.

P3 - Schedule:

Supplier shall strictly adhere to the shipment or delivery schedule(s) specified in this order. In the event of any anticipated or actual delays, including but not limited to delays attributed to labor disputes, the Supplier shall promptly notify Excel Seals, in writing, of the reason/s for the delay and actions being taken to recover and/or minimize the delay including a revised written recovery schedule.

P4 - Packaging and Shipping:

It is Supplier's responsibility to pack the "Goods" to prevent damage and deterioration. Shipping to be per instructions provided in the "Order".

P5 - Acceptance and Rejection:

(A) Excel Seals shall accept the goods or give Suppliers notice of rejection or revocation or acceptance, notwithstanding and payment, prior test, inspection or passage of title. No inspection, test, delay or failure to inspect or test or failure to discover any defect of other nonconformance shall relieve Supplier of any obligations under this order or impair any rights or remedies of Excel Seals.

(B) If Supplier delivers nonconforming goods, Excel Seals may, at its option and at Supplier's expense, (i) return goods for credit/refund, (ii) require Supplier to promptly correct or replace the goods, (iii) correct the goods, or (iv) obtain replacement goods from another source.



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(C) Supplier shall NOT re-deliver corrected or rejected goods without disclosing the former rejection or requirement for correction. Supplier shall disclose any corrective action taken. Re-delivery shall be completed within the original delivery schedule or such later time as Excel Seals' Buyer may reasonably direct.

(D) All costs, expenses and loss of value incurred as a result of, or in connection with a nonconformance or repair, replacement or other correction may be recovered from by equitable price reduction or credit against any amounts that may be owed to Supplier under this order or otherwise.

P6 - Warranty:

(A) Supplier warrants that all goods furnished under this order shall conform to all of the specifications, drawings and requirements of this order and shall be free of FOD (Foreign Object Debris) OR free of defects in the materials and/or workmanship.

(B) Supplier further warrants that it shall not furnish "Counterfeit Goods" under this order. "Substitutes" may only be used or provided with the written consent of Excel Seals.

P7 - Taxes:

Unless this order specifies otherwise, the price of this order includes, and Supplier is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by this order except for applicable sales and use taxes that are separately stated on Supplier's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Excel Seals has furnished a valid exemption certificate or other evidence or exemption.

P8 - Invoices and Payment:

Supplier shall issue a separate original invoice for each delivery of goods that shall include Excel Seals' PO number and line item number. Supplier shall forward the invoice(s) to the address specified elsewhere in the order. Payment due date shall be calculated based from the later delivery of goods date or date of receipt of corrected invoice (if applicable). Payment shall be deemed made on the date Excel Seals' check is mailed or payment is otherwise tendered.

P9 - Force Majeure:

Supplier shall not be liable for any re-procurement costs due to "cancellation for default" of this order, incurred by Excel Seals, because of any failure to perform this order under its terms when the causes are beyond reasonable control and without fault or negligence of the Supplier. Examples include, but are not limited to; acts of God or of the public enemy, acts of government, fires, floods, and unusually severe weather. In each case, the failure to perform must be beyond the reasonable control and without fault or negligence of the Supplier. Supplier shall notify Excel Seals in writing with 10 days after the beginning of any such cause.

P10 - Cancellation for Default:

1) Excel Seals may, by providing written notification to Supplier, cancel any or all of this order if; (i) Supplier fails to deliver the goods within the time specified in the PO; (ii) Supplier fails to perform any other provisions of the order and fails to recover within 10 days of notification by Excel Seals or; (iii) in the event of Supplier's for the benefit of its creditors.

2) Suppliers shall continue to work on all parts of the order not canceled. If Excel Seals cancels all or part of this order, Supplier shall be liable for Excel Seals' excess re-procurement costs.

3) Excel Seals may require Supplier to provide any finished or partially finished "goods" as directed in writing. Upon direction from Excel Seals or its customer(s) may have an interest in.

4) Excel Seals shall pay the agreed price, per the PO, for goods accepted.

5) If, after cancellation, it is found that Supplier was not in default, the rights and remedies of parties shall be as if the order had been terminated according to "termination for convenience" below.

P11A - Termination for Convenience:

Excel Seals shall have the right to terminate all or part of the order effective as of the date specified by Excel Seals in writing, in accordance with the provision of Federal Acquisition Regulation (FAR) 52.249-2 (May 2004), "Termination for Convenience of the Government"



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P11B – Excel Seals’ Property:

Supplier shall clearly mark, maintain an inventory of, and keep segregated or identifiable all Excel Seals property and/or property to which Excel Seals acquires an interest by virtue of this order. Supplier assumes all risk of loss, destruction or damage of such property while in Supplier’s possession, custody and control, including any transfer to Supplier’s subcontractors. Supplier shall not use such property other than in performance of this order without Excel Seals’ prior written consent. Supplier shall notify Excel Seals’ Procurement Representative if Excel Seals’ property is lost, damaged or destroyed. As directed by Excel Seal, Supplier shall deliver such property to Excel Seals in good condition (Subject to normal wear and tear) upon completion, termination or cancellation of this order.

P12 - Rights of Excel Seals, Excel Seals’ customers and regulations:

A. Excel Seals’ rights to perform inspections, surveillance audits, tests and to review procedures, practices, processes and documents related to Quality Assurance, Quality Control, Flight Safety, and configuration control shall be extended to customers of Excel Seals and any regulatory authorities. Supplier shall comply and cooperate with any and all activities as stated above without additional cost to Excel Seals.

B. Supplier shall comply with all requests for access to Supplier’s premises, in relation to this order, from Excel Seals, Excel Seals’ customers and/or Government Regulators.

P13 - Governing Laws:

This order and any disputes arising out of, or relating to, this order shall be governed by the laws of the State of California.

P14 - Government Clauses:

Government clauses applicable to this contract are incorporated herein either by attachment to this document or by some other means of reference.

P15 - Entire Agreement:

This order, together with all purchase Orders, attachments, exhibits, supplements and other terms specifically referenced in this order, contains the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Excel Seals and Supplier related to the subject matter of this order. No amendment or modifications of this order shall bind either party unless it is in writing and is signed by Excel Seals’ procurement Representative and an authorized representative of Supplier.

P16 - Confidential/Proprietary Information and Materials:

Excel Seals and Supplier shall each keep confidential and protect from unauthorized use and disclosure all confidential, proprietary data/drawings as well as tangible items, software and tooling. Excel Seals and Supplier shall each use proprietary information and materials of the other only in the performance of and for the purpose of this order and/or any other agreement referencing this order. Excel Seals, however, shall have the right to use, disclose and reproduce Supplier’s proprietary information and materials, and make derivative works thereof, to fulfill Excel Seals’ obligation under this order and for the purposes of testing, certification, use, sale or support of any goods delivered under this order or any other agreement referencing this order. When Excel Seal uses Supplier proprietary information in any way, it will include whenever appropriate, a restrictive legend suitable for the particular circumstance. Supplier, at Excel Seals’ request, shall return all Excel Seals proprietary information/materials. Supplier shall not, without the prior written authorization of Excel Seals, sell or otherwise dispose of (as scrap or otherwise) any parts or other materials containing, conveying, embodying or made in accordance with or by reference to any proprietary information and materials of Excel Seals. Supplier may disclose Excel Seals’ proprietary information/material to its subcontractors as required for the performance of this order provided that, each such subcontractor first agrees in writing to the same obligations imposed upon Supplier under this clause. Excel Seals shall have the right to audit Supplier in regards to compliance with this clause.

P17 - Preference for domestic commodities:

1) This order is subject to the requirements of DFAR 252.225-7014- Preference for domestic specialty metals & alternatives found at:
<http://www.acq.osd.mil/dpap/dars/dfars/html/current/tochtml.htm>

2) This order is subject to the requirements of DFAR 252.225-7012 – Preference for domestic commodities found at:
<http://www.acq.osd.mil/dpap/dars/dfars/html/current/tochtml.htm>



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P18 - Buy American Act:

This order is subject to the "Buy American Act" as implemented by FAR 52.225-3.

QUALITY CLAUSES

Q1 - QUALITY SYSTEM REQUIREMENTS:

- A) The Supplier shall maintain a documented Quality System as required by Excel Seals purchase order.
- a. - ISO 9001, ISO 9003, or ISO 9004 Compliant or Registered.
 - b. - AS9000, AS9100, AS9110, and/or AS9120 Compliant or Registered.
 - c. - Other approved Quality System of "Original Equipment Manufacturer (OEM)"
 - d. - NADCAP Registration
 - e. - Other Quality Systems:

B) No Specific Quality System stipulated. Excel Seals shall periodically review the Supplier with an on-site visit, and/or Quality System Survey (accompanied by historical performance review). Excel Seals' approach is to ensure the Supplier is continuously supplying conforming product.

NOTE: Systems not meeting Q1-A for "Acceptable Quality Systems" may still be approved provided they are capable of supplying conforming product.

A "Limited Approval" may be granted to a Supplier for a specific part number based upon historical performance, the Supplier maintaining tooling, or the Suppliers manufacturing and/or special processes approved by the OEM.

Q2 - CALIBRATION:

A. (Applicable if the Supplier is using measuring tools and equipment to determine product conformance):

B. Supplier shall maintain a documented calibration system for the calibration and maintenance of tools, jigs, inspection and test equipment. Supplier shall have and maintain a calibration system that is compliant to industry requirements in accordance with ISO 17025, ISO 10012-1, or ANSI Z540.

Q3 - FIRST ARTICLE INSPECTION:

A. First Article Inspection Report (FAIR) shall be completed by Supplier in accordance with AS9102. Supplier may use forms contained in AS9102 or their equivalent, so long as the forms contain all the information required by AS9102. All Material Certs and the reference Q/QC drawings must accompany FAI forms.

B. Supplier shall notify Excel Seals within 48 hours of receipt of the Order to coordinate and plan for the Excel Seals FAI to be conducted, as determined appropriate, by Excel Seals' Quality Representative. This planning may include either on-site verification at Supplier's facility, or submittal of FAI unit and FAI paperwork to Excel Seals for approval prior to entering into full production.

Q4 - SPECIAL PROCESSES:

1. Special processes for this order shall be performed by Suppliers/Processors specifically approved by Excel Seals' Prime Customer. If a Supplier/Processor is not specifically specified on the Purchase Order, notify Excel Seals' Buyer for a listing of approved Suppliers/Processors. (Additional QA/QC requirements may apply – check PO for specifics)
2. Special processes for this order shall be performed by Suppliers/Processors specifically approved by Excel Seals. If a Supplier/Processor is not specifically noted on the Purchase Order, notify Excel Seals' Buyer for a listing of approved Suppliers/Processors.
3. NADCAP certification is required whenever performing or sub-contracting Special Processes. NOTE: Where subsequent monitoring or measurements cannot be obtained due to processing and/or assembly, the Supplier shall maintain inspection records to verify characteristic conformity. These records shall be made available upon request.



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Q5 - SHELF LIFE REQUIREMENTS:

All shelf life sensitive materials must have a minimum of 75% remaining at the time of receipt at Excel Seals.

Q6 - RECORDS RETENTION:

Supplier and/or Supplier's subcontractors shall retain all inspection records, chemical/physical characteristic certs/reports, process certifications, mechanical test data, lot data, as applicable, on file and available for Excel Seals and/or Excel Seals' Customers review pertaining to items shipped against this Order for a period of:

- A. Ten (10) years
- B. OTHER – as specified on the PO

Q7 - CERTIFICATE OF CONFORMANCE (C of C):

A. Supplier shall provide a C of C asserting that all items contained within the shipment are in total compliance with the requirements of the Order (PO). Items (Goods) provided must meet all applicable requirements (standards, specifications, PO Requirements, etc.) and test reports to FAR25.853. A copy of the C of C shall be included with Supplier's product shipper.

B. Supplier's C of C shall include the following:

1. Title and specification number (including revision letter) of the process
2. Name and address of the process or NDT facility
3. Excel Seals' assigned processor number
4. Date C of C was issued
5. Excel Seals Purchase Order (PO) number
6. Part Number
7. Revision Number
8. Quantity of parts/material/Goods (to include quantity accepted/rejected)
9. Signature and Title of authorized quality agent of Supplier
10. Lot number
11. Serial numbers (when required)
12. Shelf Life, when applicable
13. For Metal Raw Stock – Source and trace ID of original ingot Supplier, all thermo-mechanical processing (forging, rolling, drawing, etc.), heat treatment, chemical processing, and inspections.

Q8 - MATERIAL CERTS:

Material certs/Test Reports are to be provided for all raw materials, textiles, metals (sheet, extrusions, tubes, etc.), shelf-life materials, composites (pre-pregs, resins, etc.), coatings, and as required by the applicable material specification requirements and/or Excel Seals' PO.

A. METALS – (Full Pedigree from Melt to Final Product) – Material Certs shall show clear traceability to the manufacturer(s) of the ingot source, all thermo-mechanical processing (i.e. forging, rolling, drawing, etc.), heat treatment, chemical processing, and inspections.

B. TEXTILES – Material and Test Reports showing provided materials/Goods meets ALL requirements of the applicable specification (per Excel Seals PO).

C. SHELF-LIFE MATERIALS – Material and Test Reports showing compliance with ALL requirements of the applicable specification (per Excel Seals PO) as well as providing manufacture date and date of expiration.

D. COMPOSITES/COATINGS -Material and Test Reports showing compliance with ALL requirements of the applicable specification (per Excel Seals PO) as well as providing manufacture date and date of expiration. NOTE: All Test Reports must include the authorized signature and title of the representative of the agency performing the test.

Q9 - NON-CONFORMING PRODUCT:

A. The Supplier shall notify Excel Seals of any nonconforming product prior to product release. Supplier shall obtain approval for any product disposition, including shipment or release of product to Excel Seals.



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B. The Supplier shall ensure that nonconforming product is identified and controlled to prevent its unintended use or delivery. If nonconforming product is identified the Supplier shall investigate to ensure that the same nonconformity has not affected any other product delivered or undelivered.

C. If non-conforming product is identified after delivery to Excel Seals, the Supplier must notify Excel Seals immediately and disclose the nonconformance. At a minimum, a description of the nonconformance, the part number, lot number, PO number, and the date shipped shall be provided to Excel Seals.

D. If non-conforming product is identified prior to delivery, the Excel Seals Buyer must be immediately notified and a written recovery plan provided by the Supplier. If the Supplier and Excel Seals agree that the nonconformity will not affect form/fit/function, the Supplier will obtain written authorization, prior to delivering to Excel Seals.

Q10 - CORRECTIVE & PREVENTIVE ACTION:

Supplier shall, on request, on forms designated or provided by Excel Seals, provide root cause analysis and corrective action on nonconformities or failures of Suppliers goods or services. Corrective action statements, at Excel Seals' option, may require approval signature by Excel Seals and customer quality representatives. All rejected articles resubmitted by Supplier to Excel Seals shall bear adequate identification, including reference to Excel Seals' rejection document.

Q11 - SUB-TIER SUPPLIERS:

The Supplier shall flow-down to their supply chain the requirements in Excel Seals purchasing documents, including customer requirements where noted.

Q12 - SOURCE INSPECTION:

A) Excel Seals In-Process and/or Final Source Inspection required prior to shipment of products from Supplier's facility and/or Supplier's Subcontractors facility. Supplier shall notify Excel Seals seven (7) days in advance of date parts will be ready for inspection.

B) Government Source Inspection (GSI) is required prior to shipment from Supplier facility. If noted on the Excel Seals PO, Supplier is to notify the Government representative (DCMA) who normally services its facility so that appropriate planning for GSI can be accomplished.

Q13 - PRODUCT/PROCESS CHANGES:

The Supplier shall notify Excel Seals of changes in product and/or process definition, including any changes of Suppliers and, where required, obtain Excel Seals approval.

Q14 - F.O.D.:

The Supplier shall develop and maintain a Foreign Object Debris/Damage (FOD) prevention program including the processes and controls at manufacturing areas to prevent introduction of foreign objects into any item delivered under this Order.

Q15 - FRAUDULENT/COUNTERFEIT PARTS:

If suspect/counterfeit parts are furnished under this Order and are found by Excel Seals, such parts shall be quarantined. The Supplier shall promptly replace such items with items acceptable to Excel Seals and the Supplier shall be liable for all costs relating to Quarantine, removal and replacement. Excel Seals may turn such items over to the U.S. Office of Inspector General for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation.

Q16 – SAMPLING:

Supplier shall have the right to use sampling inspection plans, provided the sampling plans are in accordance with ANSI/ASQ Z1.4 (latest revision).

Q17 – TOOLING:

All tooling to be used in this ORDER (provided by or owned by Excel Seals) is to be visually inspected prior to use for any damage, wear, contamination, serviceability to meet drawing requirements for part, completeness (are all required parts of the tool available). Results of the visual inspection are to be recorded along with the tool asset number, revision number, date of inspection, Excel Seals PO number, and Supplier work/job order number. Recorded results of this inspection are to be validated by QA/QC (ie; stamp, signature) and forwarded to Excel Seals prior to starting production. (Ref: Boeing Special Tooling Requirements #D950-11059-1, latest revision)



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Q18 - Ethics:

The supplier shall plan, implement, and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product such as assessing hazards and management of associated risks, management of safety critical items, analyze and report any occurred events affecting safety of the product, communication of these events and training of persons. Supplier shall be aware of the importance of ethical behavior and maintain an ethics policy for employees as it relates to their contribution to product or service conformity and product safety.

GENERAL REQUIREMENTS

G1 - CHANGE OF ADDRESS:

Suppliers are required to provide written notification to Excel Seals should the Supplier relocate its manufacturing operations.

G2 - ASSIGNMENT, DELEGATION AND SUBCONTRACTING:

Supplier shall not assign any of its rights of interest in this Order, or all/substantially all of its performance of this Order, without the written consent of Excel Seals. Supplier shall not delegate any of its duties or obligations under this contract. No assignment, delegation or subcontracting by Supplier, with or without Excel Seals' consent, shall relieve Supplier of any of its obligations under this Order or prejudice any of Excel Seals rights against Supplier whether arising before or after the date.

G3 - LANGUAGE:

When requested by Excel Seals, Supplier shall provide all records, reports, specifications, drawings, inspection, test results and other documentation in English.