

Quality Procurement Specifications

The Seller shall comply with the applicable requirements contained in this document (M0208), these clauses form part of the purchase order. Additional commodity Quality Requirements may be identified under each PO Line Item or in the note section of the PO (QPS referenced in note section will be applicable to all Purchase Order line items). Specifications or documents referenced shall be the latest revision in effect on the date of the purchase order unless otherwise specified on the Purchase Order. Where there is a conflict between the QPS and the P.O., the requirements of the P.O. shall take precedence.

Seller ensures that their employees are aware of their contribution to product conformity; product safety and the importance of ethical behavior.

General Requirements – the following general requirements apply to all Thor Electronics purchase orders: All certifications and/or test samples required shall accompany shipment of material. Thor Electronics specified markings shall be in accordance with drawing requirements. QPS-10 Certificate of Conformance is required to be supplied with all Purchase Order shipments.

Supplier Sub-tier Control

The Supplier is responsible for ensuring items procured from its subcontractors conform to all requirements of the Buyer purchase order, and shall ensure all applicable provisions of this document are flowed to its subcontractors, including copies of the latest process specification revision(s), records retention, QMS, counterfeit parts, Special Processes, No changes without approval, and FOD prevention, at a minimum.

Note: As part of our reasonable due diligence Thor Electronics requires all suppliers to be in compliance with **Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502, Non-use of Conflict Minerals**.

Clauses:

QPS-1 Inspection System

The Supplier shall maintain a Quality System in conformance with the requirements of AS9003, AS9100 or ISO 9001 for the product/service supplied to Thor Electronics. Any exceptions to these requirements may be approved by Thor Electronics Quality Assurance Manager. This system shall provide for early detection, documentation, and timely correction of any conditions considered adverse to product quality.

QPS-2 Buyer Source Inspection

When required by Purchase Order, this order will be subject to Thor Electronics source inspection. Thor Electronics shall be notified by the supplier forty-eight (48) hours in advance of the time the materials will be ready for inspection. Evidence of source inspection acceptance shall accompany each shipment. Final acceptance will be at Thor.

QPS-3 Material Deviation Waiver

Any departure from drawings, specifications, or other purchase order requirements, must be approved, in writing, by Thor Electronics.

QPS-4 Acceptance Test Procedures

If the Supplier performs acceptance testing in fulfillment of PO requirements, then the Supplier shall include a copy of the Acceptance Test Report with the delivery of the PO line item.

QPS-5 First Article Inspection

When required by Purchase Order, the Supplier shall conduct First Article Inspection that meets the requirements of AS9102 for any parts built to Buyer's specifications, including modifications to COTS parts. The Supplier shall use a representative item from the first production run of a new product to verify that the production

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processes, production documentation, and tooling have the capability to produce products that meet established requirements. The Supplier shall include a copy of the FAI report with the delivery of the PO line item.

Unless required in the PO, this requirement does not apply to:

- Development and prototype parts that are not considered as part of the first production run
- Unique single run production orders, not intended for ongoing production (e.g., out-of-production spares)
- Procured standard catalogue items, COTS, or deliverable software

Note: Forms other than those contained in the AS9102 Appendix B may be used; however they must contain all “Required” and “Conditionally Required” information and have the same field reference numbers.

QPS-6 Right of Access

By acceptance of purchase orders with Thor Electronics of California, you hereby grant Thor Electronics of California, and our customers, reasonable access to your facilities to confirm acceptance of your quality system; conduct product evaluations; and to determine mutually agreeable solutions to problems. The Supplier will be notified seventy-two (72) hours, at a minimum, prior to a planned visit.

QPS-7 Material Traceability

The supplier shall, in performance of the purchase order, provide and maintain a system of traceability on all material, components, and parts IAW ISO 9001/AS9100.

QPS-8 Raw Material Identification

The material on this purchase order must have, permanently attached to the container or package, the following information: (1) Batch number; (2) Date of manufacture; (3) Buyer’s purchase order number; (4) Expiration date of shelf life (5) Specification; (6) Special handling and storage precautions, and (7) Manufacturer’s name or CAGE code. Limited shelf life materials with a shelf life exceeding 6 months shall have a minimum of 2/3 of the unexpired shelf life remaining upon receipt. Materials with a shelf life of 6 months or less shall have a minimum of 3/4 of the unexpired shelf life remaining upon receipt. This provision may be waived at the buyer’s discretion.

QPS-9 Wire Identification

Each spool of wire on this purchase order must be legibly and permanently identified with: (1) P.O. Number; (2) Part Number; (3) UL and CSA approval and/or specification; (4) Gage; (5) Cure date, if applicable.

QPS-10 Certificate of Conformance

A Certificate of Conformance stating all purchase order and applicable specification(s) as being met, is required with this shipment. Component(s) shall be new, not used or refurbished, unless written approval from Thor Electronics Purchasing Manager and Quality Assurance Manager is granted in advance of shipment. Test reports must be on file and be available for review upon request. The materials supplied shall not contain metallic mercury or be contaminated by mercury or functional mercury, or have components containing mercury or mercury compounds. Signing the required Certification of Conformance per this clause is assurance from you, the supplier, that these mercury exclusion requirements have been met by you and your suppliers.

QPS-11 Raw Materials – Test Reports

Raw material delivered against this order shall be accompanied by detailed chemical analysis and/or physical test reports as required by the material specification referenced, or as noted on the order.

QPS-12 Government Source Inspection

When required by Purchase Order, Government source inspection is required during performance of this order and prior to shipment from your plant. Upon receipt of this order, promptly notify the government representative who normally services your facility so the appropriate planning for government inspection can be accomplished.

QPS-13 Records/Record Retention

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Seller shall retain all required records as objective evidence of conformance to Purchase Order requirements, including Seller's records and certifications of the inspection and test performed in the course of procurement, manufacturing, testing, processing, inspecting, preserving, packaging and shipping product(s) on the purchase order. Seller shall make records available to Buyer upon request within three business days and at no additional cost. Seller shall retain these records for a period of 7 years after termination of this purchase order.

QPS-14 Changes to Processes, Products, or Services

Seller shall notify the Thor Electronics of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the Thor Electronics approval.

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QPS-14 Counterfeit Parts Avoidance and Substitution (IAW SAE AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition):

The Seller shall ensure that only new and authentic materials are to be used in products delivered to Thor Electronics of California. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Franchised Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from Thor Electronics of California. If suspect/counterfeit parts are furnished under this purchase order and found in any of the goods delivered hereunder, such items will be impounded by Buyer. The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and Seller shall be liable for all costs relating to the removal and replacement of said parts. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

QPS-15 Shelf Life Control

If the Supplier provides material subject to shelf life control, then the Supplier shall submit shelf life information including manufacturer's lot/batch number or date code and expiration date with their PO delivery. Limited shelf life items must have a minimum of 70% of the rated shelf life (if shelf life is established) remaining at the time of receipt, unless otherwise specified on the purchase order. Shelf life begins on date of manufacture or cure.

If the Supplier utilizes shelf life material subject to degradation or deterioration over time, the supplier shall establish a shelf life and storage control program to ensure that no material which has exceeded its shelf life is used in the assembly of Thor Electronics product.

QPS-16 Calibration System Requirements

The Supplier shall meet and maintain a calibration system in conformance with the Calibration System Requirements of MIL-STD-45662, ISO 10012-1, ISO 17025 or ANSI Z540-1.

QPS-17 Foreign Object Debris/Damage (FOD)

To preclude introduction of foreign objects into any deliverable item, the Supplier shall maintain a documented FOD prevention program appropriate to the commodity provided to Thor Electronics. This program shall follow NAS 412 as a guide.

As part of a comprehensive FOD prevention program, it is expected that the Supplier includes operations designed to verify removal and accountability of all items used for masking (e.g. tape, cap, or other masking material) in their work sequence/planning processes.

QPS-18 No Changes Without Approval

Changes in materials, processes, procedures, design interfaces, or software which affects the form, fit, function, safety, reliability, maintainability, testing, weight, or any other requirement or specified/implied/advertised characteristic of the product or service being delivered shall not be made without prior written approval from the Buyer.