

- 1.0 **Purpose.** To detail quality requirements for custom manufactured products.
- 2.0 **Definitions.**
 - 2.1 “Buyer” used throughout document refers to SoPark Corporation.
 - 2.2 “Seller” refers to any supplier.
- 3.0 **Quality Requirements.**
 - 3.1 **Sellers providing custom manufactured products:**
 - a. Quality System (QMS).
 - are **required** to have a certified ISO 9001 or equivalent quality system. Seller shall inform Buyer of any changes to Seller’s quality management system or certifications in writing within ten business days. This includes certification, re-certification, or withdrawals.
 - shall retain records for a minimum of **15 years**, execution of purchase order, requirements of applicable laws or regulations; or final resolution of any disputes regarding goods delivered.
 - Seller will provide a copy of certificate, on request.
 - b. Insurance.
 - Seller implies they carry:
 - **General Liability Coverage \$2,000,000, with \$10,000,000 general aggregate**
 - **Workman’s Compensation Insurance \$1,000,000 or as required**
 - **Business Automobile Liability \$2,000,000**
 - **Product Liability Coverage \$5,000,000**
 - **Umbrella/Excess Liability \$5,000,000**
 - **Aircraft Product Liability \$10,000,000**
 - Such insurance shall remain in effect for two (2) years after expiration or termination of order.
 - Seller shall furnish a copy of these insurance policies to Buyer on request. In no way shall Buyer assume any liability for losses incurred by Seller as a result of their activities in fulfillment of order.
 - Buyer-Furnished and Buyer-Funded items: Seller will maintain a policy or policies of insurance covering all property on Seller’s premises owned by Buyer against loss or damage.
 - 3.2 **Specifications.**
 - a. Certificate of Conformance (C of C) or Certificate of Analysis shall accompany all lots/batches of product as detailed in specification and purchase order requirements. Certificate will include at a minimum:
 - Name and address of Seller
 - Product number and revision
 - Unique Lot or Batch number
 - Expiry date / Shelf life as applicable
 - Date of manufacture
 - Test methods, test date and results, as required
 - Dimensional layout, as required
 - Signature of responsible quality representative
 - b. Statistical Process Control techniques are required to monitor and control all processes involved.
 - c. Document and Process Control. Sellers with design authority are required to notify Buyer of any proposed design changes which affect fit, form, function, or safety of product. Seller must obtain prior approval where applicable from Buyer by providing test specimens before manufacturing and delivery of any design changes. Seller must notify Buyer (when relevant) of changes in product and/or process, change of subcontractors, changes of manufacturing facility location and obtain approval when required. Seller will have a documented and effective change control system in place.
 - d. Equipment. Seller’s equipment and instrumentation must be part of a documented Preventative Maintenance program. All calibration instrumentation must be current in their calibration cycle and be traceable to NIST or other suitable national or international standard.
 - 3.3 **Flow Down of Requirements.**
 - a. The Seller shall ensure flow down and compliance with all applicable requirements to their sub-tier Sellers, including approved special process providers and customer-designated Sellers. This includes:
 - quality related activities
 - maintaining sub-tier certifications for goods and processes
 - raw material test reports supporting shipment
 - insurance in amounts and types required within this document

3.4 Personnel.

- a. Personnel performing work affecting quality shall be competent and qualified based on established criteria regarding education, experience, skills, and training. The Seller is responsible for determining acceptable standards and for monitoring they are being met. The Seller is also responsible for ensuring personnel performing work affecting quality within Seller's control are aware of:
 - Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior
- b. Eye Testing. Seller shall:
 - Perform eye tests every 2 years for employees performing inspection activities. Corrected visual acuity shall be, at a minimum, Snellen 20/40, Jaeger 1, or equivalent with depth perception.
 - Perform a (one time per person only) color perception test to ensure personnel are capable of distinguishing and differentiating colors where color perception is required for product verification / inspection activities.
 - Ensure Seller's employees failing eye tests do not perform acceptance duties.
 - Maintain records for vision standards for period relevant employee remains within Seller's organization.

3.5 Materials, Information, Equipment, and Special Tools.

- a. Customer Information Control. Seller must treat as proprietary any such information disclosed to them by Buyer. Such information shall be considered the sole property of Buyer and shall be used by Seller only for the benefit of Buyer. These obligations shall survive completion and/or termination of order.
- b. Buyer-Furnished Materials. All materials (raw stock, components, test equipment, design files, etc.) furnished by Buyer to Seller shall remain property of Buyer. The Seller agrees to make all reasonable efforts to maintain condition and security of these items as necessary and shall be responsible for all loss and/or damage. In addition, all special tools, dies, screens, manufacturing equipment, and test equipment identified as reimbursable in purchase order or specifically acquired for fulfillment of order, with cost being fully amortized or recovered in price of items or services to be delivered, shall remain Buyer's property. Such items shall be used for fulfillment of Buyer's orders only, kept segregated and clearly marked as Buyer's property, maintained and in good condition with normal wear and tear being accepted, and surrendered to Buyer upon demand.
- c. Fabrication and Material Commitments. When required, Seller shall not make commitments for materials nor fabricate in advance of time necessary to permit shipment on delivery dates. Any liability for materials, either processed or unprocessed, tooling, freight, or any other costs incurred by Seller in conjunction with fulfillment must be discussed and agreed upon in writing by Buyer.

3.6 Security and Disaster Recovery Plan. Seller shall have following policies:

- a. A Security Plan for company security and crisis management, which shall be revised and maintained proactively. The plan shall provide for physical security of personnel, property, procedural security (e.g., documentation processing, manifest procedures, shipping and receiving, cargo discrepancies), information technology security, and security training and threat awareness.
- b. A Disaster Plan which shall provide for:
 - retention and retrieval of data and files
 - obtaining resources necessary for recovery
 - appropriate continuity plans to maintain adequate levels of staffing required to provide goods and services during a disruptive event
 - procedures to address potential disruption to Seller's supply chain
 - a defined escalation process for Buyer notification in event of a plan-trigger event. Seller shall be able to demonstrate there is a regular review, maintenance, and testing of plan through documented exercises.