

Hirschler Manufacturing Purchase Order Requirements

Dated: 04/09/24

010 **QUALITY RECORDS**

All Quality records pertaining to inspection, certification of material, test reports, first article inspections, etc. must be legible and retained for the current calendar year plus ten (10) years. Before records are purged from storage, written permission must be obtained from Hirschler before doing so.

020 **RIGHT OF ENTRY**

At any time during the performance of this contract or for a ten-year period after completion, a representative of Hirschler Manufacturing, or its customer shall have the right to enter the Seller's facility for the purpose of auditing, inspection, or to verify that all work performed is/was in strict compliance with this purchase order and other applicable specification and regulations. Right of entry shall flow down to all facilities used to fulfill this order.

030 **ACCESS BY BOEING OR FAA**

Representatives of Boeing and/or the Federal Aviation Administration (if nondomestic, equivalent government agency) may inspect and evaluate Seller's facilities, systems, data, equipment, personnel, and all completed articles manufactured for installation on Boeing commercial production airplanes.

040 **SUBCONTRACTING BY SELLER**

The Seller shall notify Hirschler Manufacturing of any proposed sub-tier subcontracting on this order for special processes, testing, and/or machining. The Seller's sub-tier subcontractors shall be subject to approval by Hirschler Manufacturing's Quality Assurance Department.

050 **CERTIFICATE OF CONFORMANCE**

Each shipment shall be accompanied by at least one legible copy of a certificate of compliance which contains as a minimum, the following:

- 1) Name of Seller and date.
- 2) Contract number or purchase order number, drawing number, and revision.
- 3) Complete nomenclature of the items supplied, together with lot number or other identification and the quantity in each respective lot.
- 4) A signed statement certifying that the contract requirements have been met.
- 5) Signature and title of certifying official.

This procurement is under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 quality system supplier control program. Unless explicit contractual direction is given to the contrary, no articles (or constituent parts thereof) ordered by Boeing Commercial Airplanes shall contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings and the accompanying paperwork (e.g., packages, shippers, etc.) shall not contain any FAA-PMA markings.

THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS:

"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 Approval (FAA-PMA) markings."

060 **QUALIFICATION RECORDS**

The seller shall make available all records of qualifications for operators and equipment for any special processes (e.g. welding, magnetic particle inspection, radiographic inspection, etc.) and shall denote whether the processes were performed at the seller's facility or at a subcontractor's facility.

070 **CERTIFIED MATERIAL TEST REPORTS**

Each shipment shall be accompanied by at least one legible copy of actual certified material test reports indicating the chemical analysis as applicable, type, grade, and class or specific tests of materials supplied in accordance with this order. All items having a shelf life must have cure dates or other information applicable to documenting the expiration date. Material must be identified by a heat, batch, or lot number traceable to actual analysis records or actual analysis shall be filed and available for review upon request.

All certified material test reports shall contain the following as a minimum:

- 1) Name of company and date.
- 2) Hirschler Manufacturing's purchase order number.
- 3) Nomenclature of material supplied.
- 4) Actual analysis of materials.
- 5) Signature of authorized personnel and date.

080 **CERTIFICATE OF SPECIAL PROCESS**

Each shipment must be accompanied by at least one legible copy of a certification that identifies the specific process used such as, but not limited to, heat treating, plating or coatings, shot peening, or as described in this order. Detailed descriptions for specific inspections must be indicated as described in this order such as penetrant testing, magnetic particle, radiographic, or ultrasonic inspections. All welding certifications must include the welder's stamp or identification number traceable to the applicable qualification and test records. Qualification records, when applicable for welding and specific inspections, shall be on file and available for review upon request. Certifications shall include the following as a minimum:

- 1) Name of company and date.
- 2) Hirschler Manufacturing purchase order number, drawing number and revision.
- 3) Complete nomenclature or specification, revision, type, grade, class, and acceptance/ rejection criteria as applicable.
- 4) Statement that includes, "All qualifications/ - inspection records are available for review upon request."
- 5) Signature of authorized personnel, title, and date.

090 **HANDLING AND WORKMANSHIP**

Care shall be taken during part handling to prevent damage such as nicks, scratches, gouges on threads, corners, or surfaces. All items in this order shall be manufactured and finished to the highest workmanship standards. Particular attention shall be given to cleaning, foreign materials, identification, and overall appearance. The cleaning methods shall not be injurious to any of the items, nor shall the items be contaminated by the cleaning agents.

100 Removed – See Note 390 **D37522-6 SUPPLIER PACKAGING**

110 **HIRSCHLER MANUFACTURING SUPPLIED MATERIALS**

Some or all of the materials to be used in the manufacture of this order will be supplied by Hirschler Manufacturing. Replacement or substitution of the materials supplied by Hirschler Manufacturing is prohibited unless approved by Hirschler Manufacturing in writing. The Seller shall provide a signed statement of compliance that states: "The materials supplied by Hirschler Manufacturing were used in the manufacture of the parts and that only the materials supplied were used to produce the parts".

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120 LOT CONTROLLED MATERIALS SUPPLIED

The materials supplied by Hirschler Manufacturing are lot controlled. Do not mix lots. The Seller shall take whatever steps are needed to prevent violation of the integrity of the lots supplied. The Seller shall provide a signed statement of compliance that states that the integrity of the lots has been maintained. Any unused materials supplied shall be returned to Hirschler Manufacturing unless otherwise specified.

130 CHANGES IN PRODUCT AND/OR PROCESS DEFINITION

The Seller is required to notify Hirschler Manufacturing of changes in product and/or process definition and, where required, obtain organizational approval.

140 CHANGES IN MATERIAL OR DESIGN DETAILS

The Seller agrees to not make any change in materials or design details which would affect the part or any component part thereof without prior written approval of Hirschler Manufacturing.

150 MATERIAL AND/OR FINISHED PART TESTING

The Seller shall certify that material and/or finished parts shall be controlled and tested in accordance with, and shall meet, specified order requirements, and that all applicable records are on file subject to examination. The Seller shall furnish certified copies of test and/or control data upon request from the Hirschler Manufacturing procurement representative.

160 EVIDENCE OF ACCEPTANCE BY QUALITY ASSURANCE

The Seller shall provide evidence of acceptance by its quality assurance department on all shipments. (a) Certified physical and metallurgical test reports where required by controlling specification, or (b) a signed, dated statement on the packing sheet certifying its quality assurance department has inspected the parts and they adhere to all applicable drawings and/or specifications.

170 NOTIFICATION OF ESCAPEMENT

The Seller shall immediately notify Hirschler Manufacturing in writing when discrepancies in Seller's processes or product are discovered or suspected of products the Seller has delivered or will deliver under this agreement. Information to be provided to Hirschler includes at minimum:

- a) Affected process(es), or product(s) part number(s) and name(s)
- b) Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be) If known:
- c) Quantities, shipping dates, and purchase order numbers
- d) Suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers.

180 ACCEPTANCE

Acceptance of this order must be without qualification. Hirschler Manufacturing (hereinafter referred to as "Purchaser") shall not be bound by any terms and conditions not appearing hereon and shipment by Seller of the material ordered shall constitute a waiver by Seller of all terms and conditions contained in any acceptance form of any other communications which are inconsistent with the terms and conditions set forth on this order unless specifically agreed to in writing by Purchaser.

190 CHANGES

No changes in or additions to this order or the terms thereof shall be binding upon Purchaser unless approved by Purchaser in writing.

200 CHANGES – MATERIALS

Seller agrees to notify Purchaser of any change(s) made to any such material(s). Such notification shall be in sufficient detail to allow Purchaser to determine the impact of such change(s) upon the completed product.

210 Removed – See Note 400 **D37522-6 SUPPLIER PACKAGING**

220 WARRANTY

In accepting this order, Seller warrants that the articles to be shipped herein are free from defects in materials, workmanship, and fabrication and that all merchandise delivered shall be of quality, quantity, size, description, and dimension specified and strictly in accordance with Purchaser's specifications, drawings and approved sample, if any. These warranties shall survive acceptance and payment that shall run to the Purchaser, his successors, assigns, customers, and the users of its products and shall be deemed to be exclusive.

230 CHANGES – SPECIFICATIONS

Purchaser shall have the right by written order, without notice, to make changes from time to time in the work to be performed on the materials to be furnished by Seller hereunder. If such changes cause an increase or decrease in the amount due under this order, or in the time required for its performance, an equitable adjustment shall be made, and the order shall be modified accordingly. Any claim for adjustment must be asserted in writing prior to proceeding with change. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of the order as changed.

240 CONFIDENTIAL RELATIONSHIP

Seller agrees to treat as strictly secret and confidential all specifications, programs, drawings, blueprints, nomenclature, samples, models, and other information supplied to him by Purchaser.

250 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Seller guarantees that no article shipped pursuant to this order is or shall be produced in violation of any provisions of the Fair Labor Standards Act. Seller also guarantees full compliance with all applicable provision of any other Federal and all State and Local laws and agrees to hold Purchaser harmless from all liability resulting from failure of such compliance.

260 TERMS AND CONDITIONS

These TERMS AND CONDITIONS may be superseded only in the event of the existence of a written contract, separate from this document, between Purchaser and the Seller.

270 QUANTITIES

Shipments must equal the exact quantity ordered unless otherwise agreed in writing.

280 INSPECTION

All articles supplied hereunder are to be shipped subject to Purchaser's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment if not as warranted herein, or if not in conformity with Purchaser's specifications or, if no specifications are given by Purchaser, with standard specifications. All expenses incurred by the Purchaser because of rejections hereunder shall be for Seller's account, and Purchaser may return rejected articles at Seller's expense.

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290 REJECTS

All goods shall be received subject to Purchaser's inspection and rejection. Defective goods or goods not in accordance with Purchaser's specifications will be held for Seller's instructions and at Seller's risk and if Seller so directs will be returned at Seller's expense. Final acceptance is contingent upon acceptance by the Purchaser's Customer. Payment for goods prior to inspection shall not constitute an acceptance thereof. Returned goods will be deducted from total shipments. Requests for a Return Authorization shall be satisfied within 72 hours.

300 BUYERS PROPERTY

Unless otherwise stated on face of order title to all property furnished by Purchaser at no charge to Seller in connection with this order shall always vest in Purchaser and Seller assumes all liability for loss or Seller's failure to return such property to Purchaser upon request.

310 SHIPPING DATES

All merchandise must be shipped to arrive at its appointed destination on dates requested. Any changes in delivery schedules must be approved in writing by the Purchaser or this order may be considered invalid.

320 MODIFICATIONS

No modifications of or additions to the provisions or conditions of this order will become a part of it until expressly accepted in writing by the Purchaser.

330 CORRECTIVE ACTION

Suppliers that receive notification of Nonconforming product from Hirschler Manufacturing shall perform and maintain internal corrective action. The supplier will be notified if formal corrective action is required to be submitted. Immediate containment shall be submitted within 5 business days. The complete RCCA response shall be submitted within 10 business days of issue. Extensions will only be granted if requested prior to the due date of the corrective action on a case-by-case basis.

340 AWARENESS (AS9100 7.3)

Suppliers shall ensure that persons doing work under the organization's control are aware of:

- a. The quality policy.
- b. Relevant quality objectives.
- c. Their contribution to the effectiveness of the quality management system, including the benefits of improved performance.
- d. The implications of not conforming with the quality management system requirements.
- e. The relevant quality management system documented information and changes thereto.
- f. Their contribution to product or service conformity.
- g. Their contribution to product safety.
- h. The importance of ethical behavior.

350 OZONE-DEPLETING SUBSTANCES

Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including but not limited to hydrochlorofluorocarbons.

Seller shall label shipping or storage containers of ozone – depleting substances and products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as applicable:

Warning
Contains * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning
Manufactured with * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* Seller shall insert the name of the relevant substance(s).

360 X31764 - QUALITY PURCHASING DATA REQUIREMENTS (BCA)

Link can be found on Hirschler Web Site on Products page.

or

<http://www.boeing.com/quality/X31764.pdf>

DOING BUSINESS WITH BOEING

Supplier Quality

Other Quality Requirements

X31764

370 D6-82479 – BOEING QUALITY MANAGEMENT SYSTEM REQUIREMENTS FOR SUPPLIERS

Link can be found on Hirschler Web Site on Products page.

or

<http://www.boeing.com/quality/D6-82479.pdf>

DOING BUSINESS WITH BOEING

Supplier Quality

Boeing Quality Management Systems

D6-82479

370 D6-87282 – QUALITY MANAGEMENT SYSTEM - REQUIREMENTS

Link can be found on Hirschler Web Site on Products page.

390 MODEL BASED DEFINITION (MBD) AND DIGITAL PRODUCT DEFINITION (DPD) QUALITY ASSURANCE

When digital data is provided to the supplier as a manufacturing aid, Supplier's Quality system shall assure that the configuration management and media security are handled in accordance with Boeing Document D6-51991 or equivalent. All datasets provided for the purposes of bidding, and marked "Preliminary," shall be discarded upon bid completion.

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400 **D37522-6 SUPPLIER PACKAGING**

The D37522-6 is intended as the primary packaging standard for use by all suppliers providing products to Hirschler and in no way relieves the supplier of product quality or performance. This standard does not apply to personnel use items, janitorial and basic supplies, and similar commodities which are not intended to be incorporated into Boeing products or services.

This standard covers the basic packaging and labeling requirements and instructions followed by all suppliers in the preparation of products for shipment to The Boeing Company and our customers as directed. Supplier Management or procurement organization must reference D37522-6 in purchase documents as a supplier packaging requirement.

Failure to comply with the requirements specified in this standard or any of its applicable specifications without written consent will subject the supplier's product to rejection and return at the supplier's expense. If packaging is discrepant with this Product Standard or damage is caused by insufficient packaging, Hirschler may initiate a corrective action response or plan.

A copy of this proprietary Boeing document is available upon request.