

Northstar Supplier Flow Down Requirements

QUALITY CLAUSES

Clause Number	Clause	Applicability
Q004	Authenticated quantitative test reports, showing the degree of compliance with applicable specifications regarding physical property test results, together with certification of chemical compositions, are required with each shipment.	Metals, welding rod and Class 2B and 3castings.
Q015	This is Qualified Product and must originate from a Qualified Source. Manufacturer's Approval Number must appear either on parts or on documentation.	All qualified products
Q017	All work on this Order is subject to inspection and testing by the Government / Northstar Chicago at all times (including the period of performance) and places and in any event, prior to shipment. The Government /Northstar Chicago Representative who normally services your plant shall be notified 48 hours in advance of the time articles or processes are ready for inspection or test.	Government / Northstar Chicago Orders on United States sources only. Purchase Orders with this clause shall be presented to the DND office for validation prior to distribution.
Q022	Packing for transit must be sufficient to prevent physical or corrosive damage. Parts shall not be in physical contact with one another. The use of loose fill for dunnage such as foam peanuts, newspaper, etc. is strictly prohibited.	All procurements of aerospace or flight items.
Q035	THIS IS A FLIGHT SAFETY PART / CRITICAL SAFETY ITEM <ul style="list-style-type: none"> • Process Per Customer Specifications. • Handle and Package with Care. • Sequencing of all Sub-Contracted Operations are Frozen. • Frozen Operations cannot be changed without Northstar Aerospace approval. • Certification required with parts. 	All Purchase Order for Northstar Aerospace Flight Safety parts.
Q041	Material, parts or components must be traceable to source of origin. Mill heat number, forging heat number or foundry heat number as applicable. Each mill heat and forging lot shall be traceable to " Individual Ingots From Original Mill Heat ". This traceability number must be reflected on your release documents to Northstar Aerospace.	All purchase orders where raw material is procured for Boeing helicopter programs.
Q042	Material, parts or components must be traceable to source or origin by Lot or Batch Number This Traceability Number must be reflected on your release documents to Northstar Aerospace.	All Purchase Orders where raw material is not supplied by Northstar Aerospace, including castings.
Q046	The supplier shall certify all Inspection, Chemical and Mechanical Tests specified in the material specification, as well as submit test pieces, (2) from each master heat for chemical verification test, and (2) separately cast test bars for each master heat or heat treat lot combination. NOTE: The casting supplier shall ensure that the following data accompany each casting shipment being shipped to Northstar Aerospace: <ul style="list-style-type: none"> • Radiographic reader sheets • Notarized Certificate of Compliance. • Certification of Non-Destructive Tests (Fluorescent Penetrant or Magnetic Particle Inspection) as applicable. 	Orders for forgings and/or castings.

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	<ul style="list-style-type: none"> • Hardness Test Results for each casting. • Dimensional Layout Inspection report for First Article Casting. • Test Specimens for chemical composition verification. • Fully heat-treated (separately or integrally) cast tensile test bars. • Details of all heat treatments. • Test Reports. 	
Q081	<p>The U.S.A. Fastener Quality Act (Act), (Pub. L. 101-592 as amended by Pub. L. 104-113), requires that certain fasteners sold in commerce conform to the standards and specifications to which they are represented to be manufactured and have been inspected, tested and certified. Such inspection and testing shall be performed by a Laboratory Accredited under National Institute of Standards and Technology (NIST) Accreditation Body Evaluation Program (ABEP) by National Voluntary Laboratory Accreditation Program (NVLAP) in accordance with procedures and conditions specified in Section 6 of the Act. Lab reports designated to accompany all fasteners is not required, but the Certificate of Compliance from the vendor certifying that the vendor will retain a copy of the Lab Report from an accredited laboratory (NIST, ABEP, NVLAP) in accordance with procedures and conditions specified in Section 6 of the U.S.A. Fastener Quality Act (Act)).</p>	<p>- A screw, nut, bolt or stud or a load bearing washer or washer covered by specification applicable to screw / nut / bolt / stud.- Fastener made from metal.- Uniformly heat treated.- Greater than 5 mm or 0.25 inch diameter or marked with grade ID mark.- Produced to design or specification published by CSO.- Manufactured after 27- May- 1997.- Sold as a fastener in its own right, i.e., not embodied into a product.</p>
Q082	<p>This part is classified as Critical / Flight Safety / Safety Critical or Significant. Control of the integrity of these parts at all stages is essential as a failure of critical part in service can cause a catastrophic event such as a loss of aircraft, serious injury or loss of life. All controls and practice related to the manufacture of these parts must comply with applicable customer's specification.</p>	<p>Procurement of material, machining and/or processing of Critical / Flight Safety / Safety Critical or Significant parts.</p>

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ADDITIONAL CLAUSES

Clause Number	Clause	Requirement
AHQA	<p>Seller shall be fully competent in all phases of the work involved in producing and supporting the products purchased hereunder, including but not limited to the designing, developing, manufacturing, improving, overhauling, servicing, testing and calibrations necessary to substantiate that the sellers or services furnished under this contract conform to contract requirements.</p> <p>Seller agrees that buyer is entitled to have relied upon seller as an expert and seller will not deny any responsibility or obligation hereunder to buyer on the grounds that buyer provided recommendations or assistance in any phase of the work involved.</p> <p>Quality records of such performance must be maintained on file at seller’s facility and made available for review by buyer upon request. All documents and data will be retained throughout the life of the program and for 7 years after it is withdrawn from use. Electronic imaging/microfilming of records in lieu of storing actual quality records is permissible.</p> <p>For military parts, if the specification for the parts has a qualified products list (QPL), then the manufacturer of that part must be listed on the QPL.</p> <p>Packaging, marking, inspection and acceptance criteria are per drawing notes and any / all contract specifications. Acceptance of Seller’s good and / or services shall be constituted as successfully passing any and all Northstar inspections upon components and / or completion of end item production testing.</p>	Liability Waiver Non-Exemption and Quality Adherence
A202	<p>Acceptance Of Priority Rated Order = DOA-1</p> <p>In accordance with 15 CFR PART 700.13(D), if this contract has a defense priority rating, it must be accepted or rejected in writing within fifteen (15) working days after receipt if DO rated, and ten (10) working days after receipt if DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the buyer.</p>	Acceptance of Priority Rated Order
A203	<p>Government Contract Number</p> <p>The Government contract number and priority rating applicable to this contract are identified by applicable line item.</p>	Government Contract Number
A205	<p>Seller shall not act on any directions by Northstar personnel, which changes or otherwise affects the general provisions, general provision addendum(s), or specifications stated in this purchase. Direction by anyone other than the buyer shall not be construed as a change, expressed or implied, unless confirmed in writing by the buyer. Seller action on such direction shall do so at their own risk and any cost incurred shall be disallowed by the buyer. Any changes proposed to the seller by any representative of Northstar, other than the buyer, must be communicated to the buyer immediately. If the proposed change(s) will affect current cost and/or delivery of this purchase, this must also be communicated at this time. The buyer reserves the right to grant or deny authorization to proceed with changes to this purchase. Without proper authorization to proceed from the buyer, any additional costs or delivery delays incurred are at seller’s costs.</p>	NA Authorized Agent of Direction
E601	<p>Technical Data Export Control</p> <p>Technical data provided to the seller by the buyer or its customer in support of this solicitation/contract is subject to the International Traffic in Arms Regulation (ITAR) and/or the Export Administration Regulation (EAR) accordingly. The seller must obtain approval from the U.S. Department of State (ITAR) or U.S. Department of Commerce (EAR) before exporting such technical data, including any disclosure to foreign nationals.</p>	Technical Data Export Control
E602	<p>ITAR Requirements</p> <p>All manufacturing licensing agreements and technical assistance agreements required by and resulting from the effort under this contract shall be in accordance with the provisions as set</p>	ITAR Requirements

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	<p>forth in Parts 124.9 and 124.10 of the International Traffic in Arms Regulations, Title 22, Code of Federal Regulations.</p> <p>A. Reference ITAR Paragraph 124.10(A)(6): These commodities may not be resold, diverted, transferred, transshipped, or otherwise be disposed of in any other country, either in their original form or after being incorporated through an intermediate process into other end-items, without the prior written approval of the U.S. Department of State.</p>	
<p>B148</p>	<p>Approved Processors If this purchase is for either: (1) Boeing design items and the drawing identifies military specifications or Boeing processes, or (2) Supplier design items for which Boeing establishes performance requirements by specification control document/drawing or source control document/drawing and that document/drawing identifies a Boeing process specification (BAC, BMS, BSS, BPS, DPS, AMS & ASTM, HP, LA, MA, MIL, PS, RA, OR OTHERS), then seller must be listed as an approved processor or shall use approved processors listed in D1-4426 "Boeing Approved Process Sources."</p> <p>The packing sheet or attachments accompanying each shipment must reference the name of the D1-4426 listed processor(s) who accomplished the processing and the process specification revision level performed against. Buyer approval of any processor shall not relieve seller of seller's obligation and liabilities under this contract. Seller shall obtain a copy of D1-4426 via access to the Boeing site: . http://active.boeing.com/doingbiz/d14426/index.cfm . The listing of approved processor(s), process code, the specification listing, and geographic map are found on the left margin of the site above with links to the data. . SUPPLIER SHALL OBTAIN APPROVAL FROM NORTHSTAR PRIOR TO USING D1-4426 APPROVED SOURCES FOR SPECIAL PROCESSES. . UNLESS OTHERWISE SPECIFIED SUPPLIER SHALL WORK TO THE LATEST REVISION OF SPECIFICATION. CALL BUYER FOR COPY IF NEEDED. . SUPPLIER SHALL FLOW DOWN THE REQUIREMENTS STATED IN THIS CONTRACT TO THEIR SUBTIERS WHEN USED.</p>	<p>Boeing Special Processes</p>
<p>M701</p>	<p>Tooling must be managed in accordance with BDS Seller Special Tooling Requirements per D950-11059-1. For government owned property, the supplier shall comply with DFAR Clause 52.245 The supplier must provide Northstar any reports of Government / Customer Property which include but are not limited to: Lost Damage Destroy Theft (LLDT), incidents, physical inventory results, and self-assessment reports conducted. Prior to any disposal of Government / Customer Property, written approval must be obtained by Northstar Property Manager, and notification of said approval shall be conveyed via purchase contract revision.</p>	<p>Government Furnished Tooling and Property</p>

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R801	<p>Rejected Material - Replacement / Repair This is a replacement order covering items originally procured by Northstar on purchase order identified by the applicable line item. The items originally procured were rejected and are being returned for either replacement or rework as indicated by the applicable line item.</p> <p>Rejected material – resubmission – all items rejected by Northstar and subsequently resubmitted by the seller shall be adequately identified on the shipping document. Reference shall be made to the Northstar NCR document, i.e. NCR, J-Order, debit number, and evidence shall be presented that will identify the parts and/or material as being either reworked to print or replaced with new parts. If the item was reworked, a description of the rework operations performed shall be included.</p> <p>All REPAIRS must have Northstar prior approval before being performed. The buyer will not be held liable for any costs incurred for the REPAIR in the event seller fails to obtain prior approval. Material repaired without prior approval and later scrapped will be replaced by the seller at no additional costs to the buyer in the most expeditious manner.</p> <p>Repair material – resubmission – all items authorized for repair by Northstar and subsequently resubmitted by the seller shall be adequately identified on the shipping document. Reference shall be made to the Northstar NCR document, i.e. NCR, J-Order, and a copy of the approved repair procedure shall be presented with the parts.</p>	Rejected – Repaired Material
INSUR	<p>Indemnity & Insurance</p> <ol style="list-style-type: none"> 1. Responsibility for Claims <ol style="list-style-type: none"> a. Indemnification Negligence of Contractor. Contractor shall defend, indemnify and hold harmless Northstar Aerospace Inc., its subsidiaries, and their respective directors, officers, employees and agents (hereinafter “Indemnities”) from and against all actions, causes of actions, liabilities, claims, suits, judgments, liens, awards and damages, of any kind and nature whatsoever (hereinafter “Claims”), including, but not limited to property damage, bodily injury or death (including without limitation, claims brought by employees of contractor or any subcontractor) and expenses, costs of litigation and counsel fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to the contract, the performance thereof by contractor, any subcontractor or other third parties, or any activities of the indemnities, including without limitation, the provision of services, personnel, facilities, equipment, support, supervision or review. In no event shall contractor’s obligations hereunder be limited to the extent of any insurance available to or provided by the contractor. b. Waiver of Immunity, Industrial Insurance. Contractor expressly waives any immunity under industrial insurance, whether arising from statute or source, to the extent of the indemnity set forth in paragraph 1a above. c. Indemnification, Contractor’s Failure to Perform. Contractor shall defend, indemnify and hold harmless the indemnities from and against all actions, course of action, liabilities, claims, liens, suits, judgments, awards, fines, penalties and damages, of any kind and nature whatsoever brought or claimed by Northstar or any other party, and expenses and costs of litigation, and attorney fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to contractor’s faulty performance of or failure to perform any of its obligations under the contract. 2. Insurance <ol style="list-style-type: none"> a. Commercial General Liability. Throughout the period of performance of this contract and until final acceptance by Northstar, contractor shall carry and maintain commercial 	Indemnity & Insurance

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	<p>general liability insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury, including death, or loss or damage to property. Such insurance shall be in an occurrence form or a claim made form with a twelve (12) month extended reporting period, and shall contain coverage for all premises and operations, broad form property damage, and contractual liability.</p> <p>b. Professional Liability (Errors and Omissions). Contractor shall carry and maintain professional liability insurance with limits of not less than one million dollars (\$1,000,000.00) covering claims which may result from negligent performance of contractor's obligations under this agreement. Such insurance shall be with insurers acceptable to Northstar. If such professional liability insurance is not reasonably available to contractor or any subcontractor, contractor shall promptly, in writing notify Northstar of that fact, stating the reasons therefore.</p> <p>c. Automobile Liability. If licensed vehicles will be used on Northstar's premises in connection with the performance of the work, contractor shall carry and maintain throughout the period when work is performance and until final acceptance by Northstar, business automobile liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of not less than one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury and property damage.</p> <p>d. Workers' Compensation. Contractor shall also carry and maintain employer's liability or workers compensation coverage with limits of not less than five thousand dollars (\$500,000.00) per accident. To the extent permitted by law, any policy or policies which provide any of the insurance required by this paragraph d) shall contain a waiver of rights of subrogation against Northstar Aerospace Incorporated, its subsidiaries, and their directors, officers and employees. If Northstar is required by any applicable law to pay any workers' compensation premiums with respect to employees of contractor or any subcontractor, contractor shall reimburse Northstar for such payment.</p> <p>e. Certificates of Insurance. Prior to the commencement of the work, contractor shall provide for Northstar's review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs 2a) (Commercial General Liability), 2b) (Professional Liability), 2c) (Automobile Liability), 2d) (Workers' Compensation). Such certification shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Northstar and shall provide for thirty (30) days advance written notice to Northstar in the event of cancellation or material change adversely affecting the interests of Northstar. Any policy or policies providing the insurance required under section 2, Insurance, may be inspected by Northstar upon request. In jurisdiction requiring mandatory participation in a monopolistic state workers' compensation fund, or if contractor self-insures, a letter from the appropriate state agency confirming participation in accordance with statutory requirements will provide satisfactory evidence of coverage if required under 2d) above.</p> <p>f. Self-Assumption/ Any self-assumed layer, deductibles, and exclusions in coverage in the policies required under this section 2, Insurance, shall be assumed by, for the account of, and at the sole risk of contractor which provides the insurance and to the extent applicable shall be paid by contractor. In no event shall the liability of contractor or subcontractor be limited to the extent of any of the minimum limits of insurance required under section 2, Insurance.</p>	
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