Stark Aerospace, Inc.

Stark External Provider Quality Assurance Requirements Plan (SEPQAR) & Quality Requirement Codes (QRC)

SEPQAR 8.4.1

Revision 4

28-March-2019

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1.0	**GENERAL**
1.1	Stark Aerospace, Inc. (Stark) is committed to working with external providers to ensure customer satisfaction through conformance to Quality requirements, competitive costs, improved communication, reduction of variation, elimination of non-value added work and meeting delivery expectations. We intend to establish and maintain long-term relationships with external providers who are committed to continuous improvement in quality, delivery, cost and service. This commitment is an expectation of all external providers. Those external providers who embrace this philosophy will best position themselves for future opportunities including the possibility of strategic and long-term relationships with Stark. As we explore new markets, we look to our entire supply base for the support and commitment needed to meet or exceed our customer's needs. Stark believes that evidence of a commitment to continuous improvement includes ISO9001/AS9100 certification, proactive supply chain management, productivity improvements and frequent cost- saving proposals. In turn, Stark will deal honestly with our external providers, strive to listen to our external providers concerns and communicate requirements. We look forward to continuing a mutually beneficial and proactive relationship with external providers.
1.2	The elements of this manual supplements those requirements levied in Stark's Terms and Conditions (T&Cs) and Purchase Orders.

2.0	**PURPOSE AND APPLICABILITY**
2.1	This document defines the quality assurance requirements that Sellers must satisfy. These general requirements shall apply to Sellers whenever the SEPQAR is incorporated into the requirements of an order by reference.
2.2	Variable requirements specific to the purchase order shall be identified as additional quality requirements with the applicable Quality Requirement Code (QRC) and are incorporated by reference when specified on the order. Applicable revision status of such specifications shall be the revision in effect on the date of the Order, unless specified in the Order or related documents. Revision status of procured/deliverable items shall always be as specified in the Order.
2.3	In the event that the Order conflicts with the requirements of this document, the Order requirement will supersede this document.

3.0	**TERMS and DEFINITIONS**
3.1	Buyer: Shall mean Stark Aerospace, Inc. (Stark) via its duly authorized Procurement representative (Contract Manager or Buyer) as stated in the Purchase Order or subcontract document.
3.2	Seller: Shall mean the external provider, the legal entity that is providing products and/or services and has entered into a contractual relationship for providing products and/or services to Stark through a Procurement Document. The Seller is the entity to whom the Stark purchase order or subcontract is awarded (this includes, but may not be limited to; manufacturers, distributors, brokers, designers, and other service providers) performing the work or supplying the contract items specified by the order. Such contract items may include, but are not necessarily limited to; raw materials, finished parts, assemblies, subassemblies, subsystems, commercial off the shelf (COTS) items or services of all types.
3.3	Procurement Document: The Purchase Order or Subcontract between the Buyer and Seller.
3.4	Item: The product or service contracted for by the Procurement Document.
3.5	Rework: Previously documented and approved process that brings the product into conformance with defined requirements.
3.6	Repair: A condition where the product cannot conform to engineering standards; however, a subsequent operation can be performed to return the product to a condition that shall meet fit, form, and function.
3.7	Latent Defect: A flaw or other imperfection in an item which is discovered after delivery.
3.8	Commercial Item: Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and has been sold, leased, or licensed to the general public; or, has been offered for sale, lease, or license to the general public.
3.9	Commercial Off the Shelf (COTS) Item: Commercially available off-the-shelf (COTS) item, means any item of supply (including construction material) that is a commercial item (as defined in the paragraph above, in substantial quantities in the commercial marketplace; and Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.
3.10	Product – Material, component, part, refurbished item, process and/or technology intended for Stark's products, as well as auxiliary material that Stark uses for its processes of manufacture / inspection / experimentation / storage and manufacturing services, including engineering design.
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3.12	Manufacturer – A seller who manufactures products in accordance with its own engineering design or accepted standard specifications.
3.13	Subcontractor – A seller who manufactures products in accordance with the customer's engineering design and/or designs / develops products in accordance with the customer's engineering specifications.
3.14	Qualification Review – Evaluation of the quality assurance capabilities of the external provider to act within the framework of the contract specifications, or defined quality standard specifications.
	Rating – Methods for evaluating external provider performance during a specified period, based on quality criteria and the meeting of delivery dates.

4.0	**SELLERS CODE OF CONDUCT**
4.1	Stark is proud of its reputation as a fair, honest, ethical and responsible company. Stark developed this Supplier Code of Conduct (this "Code") to provide clarity to our suppliers regarding our expectations of ethical and responsible corporate business practices. Compliance with this Code is mandatory and we have the right to immediately terminate our business relationship with any Seller that violates this Code. Stark expects Seller to require adherence to this Code from all third-party vendors or sub-suppliers retained by Seller to supply products or services to Stark, whether directly or indirectly. Stark reserve the right to change the requirements of this Code based on changes in law or changes in the Stark compliance program.
4.2	Sellers shall conduct their business in compliance with all applicable national and international laws, rules, and regulations including, but not limited to, those related to the environment, work relationships, health and safety, and human rights.
4.3	Seller shall ensure its employees are aware of their contribution to the quality of product being supplied to Stark and the importance of conformity to design/service specifications.
4.4	Employees of supplier shall be made aware that the conformance to Stark requirements of the products/services provided by Seller is essential to the safe operation of the end product.
4.5	Communications with Stark by the Seller and/or its representatives are expected to conduct communications with Stark in a professional manner and always be truthful.

5.0	**GENERAL**
5.1	**External Provider Quality Management System**
5.1.1	Stark and its customers expect external providers to deliver material that is 100% compliant with all the Purchase Order (PO) requirements.
5.1.2	Seller shall have a Quality Management System as stipulated per Quality Assurance Requirement Code (see Section 17, Quality Requirement Code 100) stated in Stark purchase order documents, contract or statement of work to Seller.
5.1.3	In accordance with Stark's requirements, Seller may be requested to submit a report detailing the status of the quality assurance system. The submission should include the following documents: • Quality Assurance Program • Quality Assurance Procedures • Other Quality documents as applicable to program and/or requested by Stark.
5.1.4	Seller Quality Assurance Point of Contact The Seller's Quality Assurance Manager will serve as the Focal Point for Stark Quality Management personnel. Seller shall provide to Stark Director of Quality the contact information for Seller's Quality Assurance Manager and other quality management personnel as applicable to program/project/order.
5.1.5	**Quality Records – Retention & Disposition**
5.1.5.1	Records shall be stored in secure areas to prevent damage and deterioration and ensure ease of retrieval. Backup copies shall be stored in a separate facility.
5.1.5.2	General Quality Records – Unless otherwise required in contract of Customer Purchase Order (PO) Quality records shall be kept for a period of not less than 10 years from the date of shipment under each applicable PO for product/part numbers.
5.1.5.3	FAI reports shall be kept for 15 years past final delivery of the last product covered by the FAI.
5.1.5.4	Quality records for critical/serialized parts and significant items shall be kept for 15 years.
5.1.5.5	All data that is stored by electronic means shall be secure, regularly backed up, supported by a disaster recovery procedure that is defined, documented, implemented and regularly audited for compliance.
5.1.5.6	In the event of Seller closure, insolvency or similar event, or termination or expiry of the contract, all pertinent records shall be supplied to Stark.

5.1.5.7	Records Disposition: At such time disposition of records is appropriate (as per this section), Seller shall contact Stark's authorized contracts and compliance management representative for determination of method of disposition.
5.2	**Request for Change/Information**
5.2.1	If Seller has difficulty with quality or technical issues encountered during the manufacturing process, or contractual requirements of the PO, a request for change/information is to be addressed to the Stark Buyer with whom the Seller interacts. The Stark Buyer shall relay the information to – 1. Stark Quality management, and 2. The Program Manager or Project Lead associated with the Seller's work.
5.2.2	A member of Stark's Quality department, the Program Manager, or both will contact the Seller.
5.2.3	Requests for change /information that are considered producibility enhancements will require the external provider to submit a business case that provides justification on how the enhancement will improve quality, cost and/or schedule. Requests for change /information is required under the following conditions: • Parts using different materials (from previously approved or supplied version); • Parts made from the production using new or significantly modified tools; • Parts made after the production process or method of manufacture has changed; • Parts made from production from a different plant location; • Change of subcontractor (for parts, materials or services); • Change in the quality management system or a change in its senior quality personal.
5.3	**NOTE**: See Section 8.0 for additional information related to changes by Seller.
5.3.1	**Competence & Training**
5.3.2	Seller shall ensure that personnel assigned to providing product to Stark are competent in their field of work and possess the skills necessary to produce conforming product.
5.3.3	Seller shall train and qualify its personnel in accordance with ISO9001 and/or AS9100 (latest revisions) to impart the knowledge required to complete product provided.
5.4	Seller shall train its personnel in accordance with Stark requirements as stated in a Statement of Work or contract issued to seller if so required in such documents.
5.5	**Accessibility** Seller shall ensure that external provider's employees have access to quality management system documentation and are aware of relevant procedures.

	Seller's Receipt of Order
5.6	Seller is responsible for review of contract in accordance with the ISO 9001 and/or AS9100 (latest revision) standards and the requirements of this document. Purpose of Seller's review shall be to ensure that the following data are clearly defined: • The name of the product or other identification, applicable version numbers of specifications, drawings, process specifications, inspection instructions, and all other relevant technical data. • Specifications for the authorization of the product, procedures, equipment, tools. Seller shall immediately inform (in writing) Stark's Director of Quality, Contracts Manager or Program Manager associated with the work when an order is received from Stark that deviates from the Seller's capability.
5.6.1	**Flow Down of QA Requirements**
5.6.2	Seller shall pass all quality assurance requirements as defined in this document (flow down) and applied by Stark purchase order documents to its subcontractors, including the designated Quality Requirement Codes detailed in the order/agreement for the program/project.
5.6.3	Seller is responsible for ensuring the following: • All items procured from its subcontractors conform to requirements of the Stark purchase order. • All applicable provisions of this document are flowed to its subcontractors including copies of the latest revision process specifications.
5.7	Seller shall submit full information regarding the qualifications of its subcontractors when requested by Stark.
5.7.1	**External Provider Sub-tier Control**
5.7.2	Seller is responsible for effective control of its sources of procurement and for the compliance with quality specifications of all the products/services supplied within the framework of the purchase order. Seller will exercise control over its purchasing documents and will ensure the incorporation of all the applicable requirements, including quality assurance requirements.
5.7.3	Seller shall notify Stark of item latent defects found by seller or sub-tier external providers. When required, Quality requirements shall include, but are not limited to, the following: a. Sub-tier external provider pre-award survey/evaluations. b. Periodic auditing of external provider. c. Implementing a sub-tier external provider rating system. d. Ensuring adequate review of procurement documentation prior to procurements.

	e. Controlling procurement of critical items for Seller's product. f. Inspection of procured items to documented procedures. g. Control of non-conforming material, including corrective action.
5.7.4	Seller is required to notify Stark prior to any transfer of significant work or critical parts / significant items to a new subcontractor/supplier. Seller shall obtain Stark authorization of the change.
5.8	**Verification Of A Purchased Product**
5.8.1	Verification Of Purchased Product By Seller
5.8.1.1	Seller shall carry out verification actions on a product purchased from its subcontractors. These actions are likely to include: a) Obtaining proof of the quality of the product from the external providers (such as: accompanying documentation, compliance certificates, test reports, statistical records, process control), b) Inspection and compliance inspection at the external provider's facilities, c) Inspection of required documentation, and/or d) Inspection of the products upon their receipt.
5.8.1.2	The purchased product will be handed over for use or for the performance of processes only after having been certified by Seller as complying with the defined purchase specification requirements.
5.8.1.3	When Seller relies on test reports for the verification of the product purchased, the data in these reports must comply with applicable specifications. From time to time, Seller shall check the validity of the test reports of the raw materials.
5.8.2	Verification Of Purchased Product By Buyer
5.8.2.1	Goods designed by Seller specifically for Stark shall be approved by Stark prior to production by Seller. Stark approval may require Seller submit design documentation and/or test specimens.
5.8.2.2	Verification activities performed by Stark or Stark's customer at any level in the Seller's supply chain shall not be used by the Seller as evidence of effective control of quality and does not absolve the organization of its responsibility to provide acceptable product and comply with all requirements.
5.8.2.3	Verification activities can include: a. Obtaining objective evidence of the conformity of the product from the Seller (e.g. accompanying documentation, certificate of conformity, test records, statistical records, process control records) b. Inspection of the required documentation c. Inspection of products upon receipt, and d. Delegation of verification to the external provider or external provider certification

5.9	Where purchased product is released for production use pending completion of all required verification activities, it shall be identified and recorded by the Seller to allow recall and replacement if it is subsequently found that the product does not meet requirements.
5.9.1	**Quality Assurance Inspection**
5.9.2	Inspection Stamps • Seller's inspection stamps must incorporate a defined symbol. This symbol must identify the Seller and the specific inspector. The inspection stamp will be used for signing /approving documents as required. In addition, for special activities and for special / critical processes and tests, the stamp must incorporate a special symbol that associates the stamp with the action / process / test. • Seller's quality assurance personnel will act in accordance with a procedure that ensures full control of the inspection stamps and the effective management thereof. Inspection Records • Seller shall maintain records of all inspections and tests performed on any item delivered to Stark. • Records shall identify any non-conformance and shall be made available for Stark's review. • Seller and subcontractors shall ensure records are available for review by customers and Regulatory Authorities in accordance with contract or regulatory requirements.
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5.10.1	**Process Review**
5.10.2	Stark reserves the right to perform process reviews at Seller's facility based on risk, which Seller agrees to support, without cost to Stark. Such reviews shall be scheduled in advance and shall be scheduled on a non-interference basis. The purpose of a process review is to determine the suitability, adequacy, effectiveness and consistency of the Seller's processes to meet contractual requirements and to provide a basis of confidence for product/service acceptance. Process reviews address five key elements necessary to produce the product. 1. Manpower (training, skills, personnel changes, certifications) 2. Material (correct materials, shelf life, nonconformance control) 3. Methods (appropriate inspection points, work instructions, routings, records, corrective actions) 4. Machinery (tools, fixtures, calibration) 5. Environment (temperature, lighting, safety, security)
5.11	If conducted, Seller shall have available and will present, upon request, process records relevant to items on the purchase order. **Responsibility for Conformance**

	Neither surveillance, inspection, and/or test made by Stark or its representatives or customer representatives at either Seller's or Stark's facility, or Seller's compliance with all applicable procurement quality requirements, shall relieve Seller of the responsibility to furnish an item that conforms to the requirements of the procurement document.
5.12	**Seller Authorization**
5.13	Stark reserves the right to rescind the authorization of its external providers at any time, partially or wholly. The ongoing validity of an authorization depends on proof of compliance with the specifications stipulated above and the proper quality of the products.
5.13.1	**Notifications/ Disclosures**
5.13.2	Seller's system shall provide for timely reporting of nonconformities that may affect product already delivered, including any continuing air-worthiness actions.
5.13.3	Notification to Stark shall include a clear description of the discrepancy, identification of all suspect parts (to include mfg. dates, serial numbers, quantities, etc.) and material affected by the deficiency, date(s) delivered, any information relating to the Root Cause/Corrective Action steps initiated to address the defective condition, and preventive measures taken to preclude recurrence of the process failure.
5.13.4	Modifications of a disclosure (additions or deletions of data) requiring subsequent issuances shall be revision controlled to provide definitive sequencing (i.e. Rev 'A', 'B' etc.).
5.13.5	Notification of Re-submittal of Rejected Items: Any item rejected by Buyer and subsequently resubmitted to Buyer shall be clearly identified as a resubmitted item, indicating the Procurement Document number and Buyer's reject document number in Seller's Certificate of Conformance.
5.13.6	Change in Quality Management System Status: Seller shall notify Buyer when a significant change in QMS certification status occurs, such as approval of QMS to ISO 9001, AS9100, AS9120 or FAA Repair Station requirements, major findings that jeopardize external provider's certification status, loss of certification, or external provider's willful decision to opt out of QMS certification to one of the standards noted above. Seller shall obtain approval from Stark to continue as approved external provider when such changes occur.
5.14	Change of Management/Owner: Seller shall notify Buyer when a significant change in management or ownership has occurred. Seller shall obtain approval from Stark to continue as approved external provider when such changes occur.
	Exception to Rejections

	In the event Seller does not accept the responsibility for a discrepant condition, Seller shall initiate a letter of exception to Stark. The letter shall make full reference to applicable documents and be specific in defining the area of exception.

6.0	**CONTROL OF CUSTOMER'S MATERIAL and EQUIPMENT**
6.1	**Control of Material**
6.1.1	Materials furnished to Seller by Stark, shall require accountability by Seller. The materials supplied by Stark will be used only for the performance of the contract / order for which they were intended.
6.1.2	Materials shall be stored and handled in such a manner to ensure the integrity of the material is maintained.
6.1.3	Seller shall obtain direction from Stark concerning the disposition of rejected and/or unused quantities, or usable trimming remaining at the end of the procurement activity.
6.2	**Control of Tooling**
6.2.1	Seller will inspect jigs and tools supplied by Stark prior to using them, and will ensure their integrity, lack of damage, and accompanying inspection documentation (the tools will carry a "Property of Stark Aerospace, Inc." label). Seller will prepare make available for Buyer review procedures for the registration of all the jigs and tools, for their storage under safe conditions, and for their periodic inspection for the renewal of their serviceability.
6.2.2	All tools used for inspection will be checked against masters upon commencement of service, and thereafter, at intervals not exceeding 12 months.
6.2.3	Seller shall be responsible for maintaining records of identity and the assurance of continued suitability of the tooling, test equipment, etc., while such are in seller's possession.
6.2.4	Seller shall arrange return of equipment in coordination with and through Stark.

7.0	**IDENTIFICATION OF THE PRODUCT AND ITS TRACEABILITY**
7.1	Seller will manage a traceability system for critical parts, beginning with raw material and up to and including final assemblies.
7.2	All materials shall be identified by a part number and revision, permanently and legibly affixed directly to the surface of each article.

7.3	In the event permanent identification affixed directly to surface of each article is not possible due to physical size or nature of material, an identification tag shall be securely affixed to each article.
7.4	If articles are supplied in individual or multi-unit containers the container shall reveal the appropriate identification.

8.0 **PROHIBITED PRACTICES**

8.1 **Unauthorized Repairs**

Seller shall not repair any damaged item, or any item found to be faulty during manufacturing or that fails to meet Stark specification/drawing requirements, without Stark's written approval, except when the nonconformance is minor and Material Review Board (MRB) authorization has been granted by Stark. Seller is not authorized to perform MRB activities on non-conforming materials without Stark's authorization unless Seller has design authority over their products.

8.2 **Change in Approval, Drawing, Processes, Materials, or Procedures**

Seller shall not change any drawing, process, material (including sub-tier external provider parts), or procedure without prior Stark's written approval, if such drawing, process, material, or procedure was used to qualify items or which was used by Seller to become a qualified source.

8.3 **Change in Design, Fabrication Method or Process**

Seller shall not make any change in design, fabrication method, or process. Seller shall notify Stark of any proposed change and obtain approval from Stark before making the change. Articles which have incorporated approved changes shall be appropriately identified. This does not apply to a Seller that has design authority over their products.

8.4 **Non-Approved Facilities**

Seller shall not use any production, manufacturing, and/or processing facilities that differ from facilities previously approved by Stark without first notifying Stark and affording Stark an opportunity to examine and approve such facilities for compliance with procurement quality requirements. Seller shall not relocate any production, manufacturing, and/or processing facilities previously approved by Stark without first notifying Stark and affording Stark an opportunity to examine and approve such facilities for compliance with procurement quality requirements.

8.5 **Changing of Test Facility**

8.6	If a specific test facility was previously approved by Stark as provided for in the Procurement Document, the Seller shall not change a test facility or use another test facility to meet specification/drawing requirements without prior Stark's written approval. **Altering Data on Documents** The use of any method that causes the original data on documents to be obliterated and unreadable (i.e. the use of correction fluids, correction tape, write-over, or other methods) to correct, modify or otherwise alter the data and/or entries on any certifications, test reports or other documents required by the Contract, is strictly prohibited. Corrections may be made on inspection reports' providing it is clearly obvious that a correction was made and it is signed (initialed) or stamped by an authorized individual. Upon receipt at Stark, products or services represented by documents that show evidence that they have been corrected or altered in an unauthorized manner are subject to return to the Seller.

9.0	**BUYER SURVEY, SURVEILLANCE, AUDITS AND INSPECTION**
9.1	Stark or Stark's representative, as well as their customers and regulatory authorities shall have the right of access to conduct surveys, audits, and surveillance of Seller facilities involved in the Procurement Document and applicable records, and those of Seller's sub-tier external providers with prior coordination with Seller, to determine capability to comply, and to verify continuing compliance, with the requirements of the Procurement Document and applicable state or federal regulations.
9.2	Stark or Stark's representative shall have the right to perform an inspection at Seller's facilities and those of Seller's sub-tier external provider with prior coordination with Seller, during the period of manufacturing and inspection prior to shipment.
9.3	Final inspection and acceptance shall be performed at Stark's facility, unless otherwise specified in the Procurement Document.
10.0	**MEASURING AND TEST EQUIPMENT**
10.1	As applicable to this procurement, the Seller shall be responsible for validating the accuracy and stability of tools, gages, and test equipment used to demonstrate that any item conforms to the requirements specified in the Procurement Document. NOTE: Measuring devices include, but are not limited to: test hardware, test software, automated test equipment (ATE) and plotters used to produce inspection data. It also includes personally owned and customer supplied equipment used to provide evidence of product conformity.

10.2	Documented schedules shall be maintained for periodic calibration to adequate standards. The external provider shall maintain a register all measuring devices, and define the process employed for their calibration including details of equipment type, unique identification, location, frequency of checks, check method and acceptance criteria.
10.3	Objective evidence of calibrations shall be recorded and made available for Stark's review.

11.0 **NONCONFORMING GOODS / MATERIALS and NOTIFICATION OF ESCAPE**

11.1 Nonconforming Goods / Services

1. Nonconforming goods/services must be identified and documented, segregated or bonded, pending disposition when found, to prevent its unintended release or use, and evaluated to determine the actions necessary to contain its effect on other processes or products.
2. Seller shall provide and maintain a corrective action and disposition program for non-conforming goods.
3. Nonconforming goods shall be dispositioned in accordance with direction from Stark. Disposition requirements shall be communicated in writing by an authorized representative of Stark's Quality Department.
4. Seller shall provide for control, segregation, and identification of non-conforming materials detected at Seller's facilities.
5. Seller shall not have MRB disposition authority without Buyer's written authorization. This does not apply if Seller has design authority of its product.
6. No Repair shall be allowed outside of the specific specification limits unless prior written approval is obtained by Seller from Stark.
7. No Rework shall be allowed unless prior written approval is obtained by Seller from Stark.

11.2 Notification of Escape

1. Seller shall issue a Notification of Escape (NOE) concerning supplied goods suspected or confirmed to contain nonconforming parts, components, materials or otherwise of goods provided to Stark. The notification shall include –
    a. A complete description of the part,

	b. The part number of the nonconforming part, component, material or otherwise, c. The part number and description of the higher level part affected by the escape if the higher level part was provided by the seller, d. Corrective actions taken and/or being taken to address the escape, e. The cause of the nonconforming part, and f. The Seller's point of contact for Stark. 2. Seller's format should is acceptable. 3. Seller shall provide additional information if requested by Stark including the completion of Stark forms as deemed by Stark necessary to ensure complete information and actions related to an escape are documented.
12.0	CORRECTIVE AND PREVENTIVE ACTION
12.1	**General** Seller shall respond to all requests for corrective action on or before the requested response due date. The response must be submitted on the external provider's letterhead. External provider shall maintain a documented system for determining root causes of documented defects and obtaining immediate corrective action and long-term corrective action to prevent recurrence both internally and from its external providers. The external provider is accountable for effectiveness of corrective and preventive actions taken.
12.2	**Request for Corrective/Preventive Action** Stark requests for corrective and preventive action will be issued to the external provider's representative in the form of, but not limited to, • External provider Information Notice • External provider Corrective Action Request (EPCAR) • Failure analysis reporting when required by engineering specification or contract data item requirements.
12.3	**Level & Type:**
12.3.1	Level 1 - External Provider Information Notice (EPIN) A document used as a notice to the external provider of a discrepancy found on a part, material, sub-assembly or assembly delivered by Seller to Stark. Issued when minor or isolated contractual non- compliances can be corrected on the spot where they do not adversely affect cost, schedule, or performance. May be issued when the nonconforming product is dispositioned "Use As-Is", "Repair", or "Rework"; and the item and/or evidence of the non-conformance will not be returned to the external provider to perform a Root Cause Corrective Action analysis/investigation.
12.3.2	Level 2 - External Provider Corrective Action (EPCAR2)

	A document used to request formal written corrective action for minor or isolated non-conformances. Issued when contractual non-compliances cannot be corrected on the spot and where they could adversely affect cost, schedule, or performance if not corrected. Level 2 EPCARs shall be directed to Seller's Quality/Management point of contact.
12.3.3	Level 3 - External Provider Corrective Action (EPCAR3) A document used to request formal written corrective action for major/serious contractual non-compliances or systemic non- conformances and/or if collective analysis resulted in the issuance of program Corrective Action Report. This shall be issued when major/serious contractual non-compliances cannot be corrected on the spot and where they could adversely affect cost, schedule, or performance if not corrected. Level-3 EPCARs shall be sent to Seller's Quality/Management point of contact.
	The minimum information required for each level will be noted in the EPCAR document. The required information is based on the EPCAR type as noted below.
12.4	Seller Response Level 1 EPINs shall be directed to the seller's Quality/Management point of contact. • The external provider response shall include: • Work in Process (WIP) • Stock/Inventory status • The traceable part marking • Objective evidence of internal rejection document • Disclosure for any previous escapes found as a result NOTE: For informal requests Seller shall maintain records of their review on file for verification by the Buyer or their representative Level 2 EPCARs shall be sent to the Seller's Quality/Management point of contact. The Seller's response shall include: • Immediate C/A • Root cause analysis • Preventive C/A • Follow-up verification to assure adequacy of C/A effectivity • Disclosure for any previous escapes found as a result Level-3 EPCARs shall be sent to the Seller's highest level of Quality/Management for the external provider. The external provider's response shall include: • Root Cause, • Corrective/Preventive Action, • Effectivity, and • Disclosure for any previous escapes found as a result.

12.5	**Corrective Action Response Extensions** Stark may grant Seller an extension for their corrective action response on a case-by-case basis. Seller may formally request a time extension at least forty-eight (48) hours prior to the assigned corrective action response due date. Request must be in writing with adequate justification documenting the status of the investigation, revised corrective action completion dates and a listing of previous actions taken toward implementation of effective preventative action, as applicable.
12.6	**Verification of Corrective Action (VCA)** Stark retains the right to conduct corrective action verification at the Seller and/Seller's sub-tier external provider's facility to assess effectiveness of implemented corrective action. Buyer may grant the external provider an extension for their VCA response on a case-by-case basis. Material currently undergoing corrective action investigation processing up to and including verification of corrective action shall not be shipped to Stark or its customer without the authorization of Stark Quality Management.

13. 0	**PACKAGING, PRESERVATION, AND STORAGE**
13.1	Seller shall incorporate good commercial practices for preservation and packaging of all articles that apply to this Procurement Document.
13.2	Seller shall preserve the product during internal processing and delivery to the intended destination IAW standard requirements.
13.3	As applicable, preservation will include identification, handling, packaging, storage and adequate means to protect and preserve the product during transit until its safe arrival to destination. Preservation shall also apply to the constituent parts of a product.
13.4	Seller shall identify each package permanently and legibly with Procurement Document number, manufacturer's name, date shipped, and packing sheet number.
13.5	Packaging shall be selected, to the extent necessary, to provide protection from physical and environmental damage during shipping and handling. At minimum (each as applicable): a. Seller shall pack and protect the product from Foreign Object Damage b. Leave sufficient clearance for thermal expansion c. Close openings with appropriate caps d. Wrap product with anti-corrosion packaging/bags and water resistant nylon e. Sufficient support to prevent product from moving in package/container
13.6	Cushioning materials shall be applied, as required, to protect and to restrict movement of items.

13.7	All materials which are volatile, toxic, or emit fumes, which are harmful to human health, shall be properly contained in accordance with applicable health and safety requirements. a. Containers shall be plainly marked as to its contents with appropriate warnings, precautions, instructions, and storage conditions. b. Material Safety Data Sheet (MSDS) shall be included with each shipment.
13.8	Sellers that have developed their own unique packaging procedure for shipment that fits the product and technology may use their own procedure in order to protect the parts. This approval may be revoked by Stark if such packaging is found inadequate to properly protect the product.
13.9	Seller shall incorporate special requirements as directed in Statement of Work, purchase order and /or contract issued by Stark to the Seller.

14.0	**STORAGE AND SHELF LIFE**
14.1	Where Seller deals with shelf life materials subject to degradation or deterioration over time, Seller shall establish a shelf life and storage control program to ensure that no material that has exceeded its shelf life, at the time of assembly, can be used in the assembly of Buyer's product. Such a program shall include policies and procedures for: 1. Identifying all items (contained in the Bill of Material (BOM) of product to be delivered to Stark) that have shelf life limitations and/or special storage requirements. 2. A receiving inspection process that can ensure that all incoming products are still within their shelf life limitation period. 3. A process for physically identifying, labeling, or coding each item so that its shelf life can be readily determined and stating that the item is under shelf life control. Seller shall identify materials and articles having definite characteristics of quality degradation or drift with age and/or the environment. 4. A procedure(s) for reviewing (auditing) the status of all items under shelf life controls both in stock and previously issued items/products. 5. Identifying and tracking repackaged consumables. This should include all appropriate information, such as part number, batch number, receiving information (for tracking), date opened, and expiration date. NOTE: Repackaged consumables with shelf life/storage condition requirements, on which the status cannot be verified, should be properly disposed of.
14.2	Seller shall provide a copy of the manufacturers Certificate of Conformance (C of C) that defines the shelf life characteristics of any material that fits into this category. Identification shall include the following information as a minimum:

	a) Date of manufacturer b) Batch and/or lot numbers c) Date of expiration d) Procurement Document number e) Any special storage conditions for the material If a material has no identified shelf life the certificate shall note this condition. Seller's certificate shall be traceable to the original manufacturer. A manufacturer's certificate that is traceable to the material provided is acceptable.
14.3	If environment is a factor in determining useful life, identification shall also include the storage temperature, humidity, etc., required to achieve the stated useful life.
14.4	In no case shall materials or articles be supplied to Stark with less than 75% of its useful life or cycles remaining; however, Seller shall verify that sufficient operating life and environmental margin remains to meet the specified requirements of the procurement document.
14.5	If Stark so chooses they may accept material with less than 75% of the shelf life remaining due to critical need and will document this action on the Procurement Document directing Seller to ship the material.
14.6	Seller COC(s) and additional COC(s) provided with shipment are subject to Stark review and acceptance.

15.0	**SELLER'S BASIC CERTIFICATE OF CONFORMANCE** A Certificate of Conformance shall be provided with each shipment with the following information at a minimum: a. Procurement Document and Line Item Number b. Identifying nomenclature such as Item Name, Part Number, Revision, Serial Numbers c. Quantity shipped d. Conformance Clause: "The items furnished per Stark Aerospace, Inc. procurement document have been manufactured, tested, and inspected in accordance with the requirements of the applicable specifications/drawings and the results of such tests and inspections meet the requirements thereof." (or equivalent wording) e. The Certification of Conformance shall be signed by Seller's duly authorized representative.
16.0	**RAW MATERIAL DOCUMENTATION REQUIREMENTS** Seller shall comply with raw material specification documents as specified within Stark purchase documents.

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17.0	**SUPPLEMENTARY QUALITY ASSURANCE REQUIREMENTS and QUALITY REQUIREMENT CODES**
QRC Code	**QRC DESCRIPTION**
100	**QUALITY MANAGEMENT SYSTEM** Purchase Order to Seller will indicate which section below is applicable.
100.A	ISO 9001 Compliant 1. Seller shall provide and maintain a Quality System that is compliant to ISO 9001. 2. Seller's capability to perform satisfactorily to these requirements shall be demonstrated by having a successful audit performed by Stark or Stark's representative.
100.B	ISO 9001 Registered 1. Seller shall provide and maintain a Quality System that is registered to ISO 9001. 2. Seller's capability to perform satisfactorily to these requirements shall be demonstrated by having an ISO Certification from an accredited registrar. a. Stark shall reserve the right to conduct an assessment of Seller's Quality System.
100.C	AS9100 Compliant 1. Seller shall provide and maintain a Quality System that is compliant to AS9100. 2. Seller's capability to perform satisfactorily to these requirements shall be demonstrated by having a successful audit performed by Stark or Stark's representative.
100.D	AS9100 Registered 1. Seller shall provide and maintain a Quality System that is registered to AS9100.

	2. Seller's capability to perform satisfactorily to these requirements shall be demonstrated by having an AS Certification from an accredited registrar.
100.E	Quality Management System Seller shall have a formalized Quality System. Stark shall have the right to conduct surveys, audits, and surveillance of the Seller's capability to perform satisfactorily to these requirements.
200	**RAW MATERIAL DOCUMENTATION REQUIREMENTS** Purchase Order to Seller will indicate which section is applicable.
200.A	Shipment of materials, whether raw, semi-finished, or finished, shall be accompanied by a Certificate of Conformance from Seller, stating at a minimum: 1. Material identification by specification number and material conditions, where applicable, 2. The raw material manufacturer's or mill's lot or batch number, 3. A statement of raw material conformance to applicable requirements, and 4. The name and location of the raw material manufacturer or mill.
200.B	All items defined in 200.A with the addition of actual chemical/physical test results that substantiate compliance with the applicable raw material and/or specification requirements shall be provided.
300	**CONFIGURATION MANAGEMENT (CM):** 1. Seller will maintain a Configuration Management (CM) system and will carry out the CM control for all the applicable engineering documents and changes relating to the work produced for Stark under the order/agreement, including control of up-to-date and full release of documents and controlled distribution. 2. The Seller's change control system shall assure that the latest applicable drawings, specifications, technical requirements, Purchase Order information and changes thereto will be available at the time and place of acceptance of material and/or services. 3. Stark reserves the right to test the changed hardware in its system or by using simulators to verify the compatibility of changed hardware prior to accepting said hardware or changes. This includes full re-qualification if necessary.

350	**VARIATION MANAGEMENT AS9103** Seller shall implement a Variation Management program in accordance with AS9103, Variation Management of Key Characteristics.
400	**FAILURE REPORTING** When an item is returned to Seller for troubleshoot and/or repair, Seller shall provide a document that outlines what actions were taken to return the item to a serviceable condition; information shall include but not be limited to the following: 1. Procurement Document number 2. Part number 3. Discrepancy from customer 4. Fault found 5. Actions taken to repair discrepancy 6. Test procedure used to verify fault has been eliminated 7. Failure Reports shall be signed by Seller's duly authorized representative
500	**SAMPLE INSPECTION** 1. Seller, prior to implementation of a sampling plan, shall receive written approval from Stark. 2. Seller may use sample inspection plans, when tests are destructive, or when the records or inherent characteristics of the product indicate that a reduction in inspection/testing can be achieved without jeopardizing product quality. 3. Sample inspection shall be in accordance with the applicable Stark specification. When not specified by Stark, military standard sampling plans, e.g., from ANSI/ASQCZ1.4-1993, MIL-STD-414, or handbooks H016, H017, and H018, may be used. 4. All sample inspection plans shall provide valid confidence in specified quality levels.
600	**CERTIFICATE OF GOVERNMENT APPROVED QUALIFIED PARTS LIST (QPL) ITEMS** When the items supplied are required to be Qualified Parts List (QPL)/Qualified Manufacturers Line (QML) parts the following shall apply: 1. Seller shall submit a certification identifying that the manufacturer of the material described herein has been granted qualification by the Defense Supply Agency (DSA) in accordance with the applicable military specification.

	2. The inclusion of products from the QPL shall not relieve the manufacturer of their responsibility for providing items, which meet all specification requirements, or for performing the qualification, inspections, and tests specified for such items.
700	**BUYER SOURCE INSPECTION** 1. Stark shall be present (or provide a representative) to perform source inspection at Seller's facilities or where designated in the Procurement Document prior to shipment. 2. Inspection and test of the articles defined in this contract shall be performed by Seller, and shall be subject to witnessing by Stark (or representative). 3. Seller shall provide reasonable inspection facilities for Stark (or representative) to verify conformance to requirements. 4. Seller shall provide inspection/test data and reports to Stark's Source Inspector indicating which characteristics, parameters, dimensions, etc., were actually tested/inspected for validation to Buyer's specification/drawing requirements. 5. After Stark's Source Inspection, any rework or test of the item, including any nonscheduled entry, such as removal of a panel, cover, or enclosure shall void the source inspection. 6. For any nonscheduled entry, rework, or test, Seller shall request Stark to repeat source inspection. 7. Stark shall be notified at a minimum of ten (10) workdays prior to commencement of these activities to allow for arrangements for Stark and/or Stark's quality representative to be present during inspection and test.
725	**BUYER IN-PROCESS INSPECTION** 1. Stark or Stark's representative shall perform in-process inspection at Seller's facilities. 2. Seller shall submit to Stark an inspection plan or traveler designating in-process source inspection points. 3. Stark shall designate required in-process source inspection points and inform Seller in writing. 4. Seller shall provide reasonable inspection facilities for Stark or Stark's representative to verify conformance to requirements. 5. After Stark's Source Inspection, any rework or test of the item, including any nonscheduled entry, such as removal of a panel, cover, or enclosure shall void the source inspection. 6. For any nonscheduled entry, rework, or test, Seller shall request Stark to repeat source inspection. 7. Seller shall notify Stark a minimum of 48 hours prior to the time in-process inspection coverage is required.
750	**BUYER SOURCE SURVEILLANCE**

	1. Stark's Quality Field Engineering shall perform surveillance at Seller's facilities during the contract period. 2. Surveillance shall be scheduled by Stark, and coordinated with Seller prior to implementation. 3. Surveillance activities shall include all functional areas necessary for Stark or Stark's representative to verify the quality of the procured product.
775	**BUYER SOFTWARE AUDITS** Stark or Stark's representative shall perform audits, reviews, and/or verifications at Seller's facilities during the development and test of software to be furnished for this procurement.
785	**ELECTRONIC SOURCE INSPECTION** 1. Seller shall provide electronic source inspection. 2. Electronic source inspection shall consist of photos sent to Stark via electronic media. Test data shall also be sent electronically when applicable. 3. Stark shall review and provide authorization to ship predicated on the results of the photos and test data (when test data is applicable).
795	**U.S. GOVERNMENT SOURCE INSPECTION** For procurements made under U.S. Government contracts, the US. Government shall have the right to inspect any and all of the work contracted through the Procurement Document, at Seller's facilities or at sub-tier external provider's facilities. Seller quality control or inspection system and manufacturing processes are subject to review, verification, and analysis by authorized U.S. Government representatives.
800	**CONTROL OF PROCESSES** 1. Stark shall approve special processes performed by Seller, or any of its sub-tier external providers, including the system/procedures used to control special processes. Processes requiring Buyer approval include: a) Mechanical and Thermo-Mechanical Processes: i) Screws and threads by rolling ii) Shot peening and forming iii) Heat forming iv) Hot dimpling b) Thermal and Chemical Processes:

	i) Chemical milling ii) Heat treatment iii) Surface and coating treatment iv) Laminated structures v) Adhesive bonding vi) Electro-chemical processing c) Metallurgical Processes: i) Castings and forgings ii) Welding, soldering and brazing d) Electronic Industry Processes: i) Soldering ii) Manufacture and assembly of printed circuit boards iii) Conformal coating of printed circuit boards iv) Operation of an ESD system e) Inspection Processes: i) Destructive Physical Analysis ii) Dye Penetrant Inspection iii) Radiographic Inspection iv) Magnetic Particle Inspections v) Ultrasonic Inspection f) Painting g) Composites h) Pressure Test i) Any other processes defined in the Procurement Document 2. Stark approval of special processes shall not relieve Seller of responsibility for exercising the control measures necessary to ensure delivered items conform to the requirements of the Procurement Document.
900	**INSPECTION / TEST DATA** 1. When Stark's specifications or Procurement Document require test data to be recorded during the performance of acceptance testing, a paper or preferably electronic copy of the recorded data, showing evidence of Seller's inspection and verification of performance, shall accompany each shipment. 2. Data shall meet the requirements of Stark's specifications or Procurement Document and, at a minimum, be identified with: a. Stark's Procurement Document number and change notice number b. Part number c. Lot numbers, serial numbers, or date codes of items tested d. Drawing/specification and revision used e. Type of test performed f. Identification number of test equipment used

	g. Total quantity of items tested, quantity of items accepted, and quantity of items rejected h. Any codes, keys, or other information necessary to interpret Seller data
1000	**REQUIREMENTS FOR DISTRIBUTORS** 1. The Distributor (a Seller other than the Manufacturer) shall certify that the articles delivered under this Procurement Document conform to the applicable requirements of Buyer's or Manufacturer's specifications for the article ordered. 2. The Distributor certification of conformance shall include the following information: a. The origin of manufacture b. Part number c. Applicable traceability information (date lot code, etc.) d. Results of testing or special inspection, as required. e. Dated signature of authorized Seller Representative f. Items identified by Stark number shall have complete information as to the original manufacturer and original manufacturer's part number 3. The Distributor shall maintain and provide evidence of material authenticity (chain of custody) back to the OCM/ OEM/ AAM shall be provided. The Certification shall clearly identify the name and location of all of the supply chain intermediaries from the original manufacturer to the final source of the product delivered to Stark.
1100	**CALIBRATION SYSTEM REQUIREMENTS** Stark shall specify applicable calibration standard in 2 (a, b, or c). 1. Seller shall be responsible for the calibration, accuracy, validation, and maintenance of any equipment, tooling, or gauges utilized by Seller to produce, inspect, or test articles to be delivered under this Procurement Document. 2. Seller's equipment calibration system shall be in accordance with one of the three requirements listed below: a. MIL-STD-45662A or b. ANSI/NCSL Z540-1 or c. 3. ISO 11012-1
1200	**COUNTERFEIT PARTS; AVOIDANCE, DETECTION, MITIGATION & DISPOSITION**

1. Seller shall maintain a documented Material Authenticity / Counterfeit Parts Prevention (CPP) program for the avoidance, detection, mitigation, disposition, and reporting of Counterfeit Parts.
    a. Seller's CPP process must be aligned with AS5553 and is subject to approval by Stark. Terms in this document associated with CPP are as defined by AS5553, ARP 6328 and ISO9000.
    b. Seller's CPP process shall ensure it does not receive counterfeit parts into inventory, use them in manufacturing, or inadvertently sell them to other parties.
    c. Stark reserves the right to audit Seller's CPP process at Seller's facility.
2. All electrical, electronic, electro-mechanical and electro-optical component parts delivered and/or used in the manufacture of deliverable products shall be from the Original Equipment Manufacturer (OEM) / Original Component Manufacturer (OCM)/ Authorized Aftermarket Manufacture, Authorized Franchised distributor and/or Stark approved Electrical/Electronic Distributors.
3. Evidence of Supply Chain Traceability or documentation of alternate means of material authenticity verification must be readily retrievable and provided to the Stark upon request.
4. All non-electrical standard parts, like fasteners, nuts, washers, springs, O-rings, inserts, and pins, must have a certification from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM) / Authorized Aftermarket Manufacturer (AAM) / Authorized Franchised distributor and Stark approved external providers.
5. If Stark authorizes Seller to provide Electronic Parts without Supply Chain Traceability, Seller shall demonstrate the capability to have all authenticity validation tests and inspections performed and managed per the direction of Stark. Stark reserves the right to disapprove the use of any facility for authenticity testing.
6. In the event a part is not directly available from the OCM/ OEM/ AAM /franchised distributors (electronics) or authorized distributor (non-electronics), purchases from independent distributors may be made but evidence of material authenticity (chain of custody) to the OCM/ OEM/ AAM shall be provided. The Certification shall clearly identify the name and location of all of the supply chain intermediaries from the original manufacturer to the final source of the product delivered to Stark.
7. Parts shall not be used or reclaimed and misrepresented as new. Component part external providers delivering directly to Stark shall provide the OCM/OEM/ AAM / Franchised certification with each lot/ shipment. The certificate shall include as a minimum: manufacturer name and address, manufacturer and/or buyer's part number and dash number, batch identification for the item(s) such as date codes, lot codes, heat lot, serializations, or other identifications, Signature or stamp with title of seller's authorized personnel signing the certificate.

   NOTE: Distributors shall, in addition to the above, include their company's certification for each part number shipped.

8. Sellers that deliver next higher assemblies shall flow this requirement down to all their sub-tier external providers to prevent the inadvertent use of counterfeit parts and

	materials. Component certifications from the OCM / OEM / AAM and Authorized Franchise must be readily retrievable and made available upon request. 9. If evidence of supply chain traceability (chain of custody) to the OCM/ OEM/ AAM / Franchise is not available, the external provider shall notify the Stark Buyer normally dealt with. Seller may also notify Stark Quality management. For external providers with Design Authority, a technical assessment and recommended disposition shall be provided, and any other accompanying documentation shall be attached to the request. If Stark elects to accept the material as-is or requests additional risk mitigation tests or inspections, the external provider shall mark the material/packaging and final shipping documentation with clear and evident documentation that provides tracking ability. **NOTE**: Definitions of OCM/OEM/AAM and Franchised Distributor can be found in AS5553. OCM and OEM are considered interchangeable in this document. 10. Seller shall be a member of GIDEP, if eligible, and review and take appropriate corrective and preventive actions on all GIDEP alerts applicable to material offered for re-sale. This includes alerts for suspect/counterfeit conditions as well as routine technical issues.
1225	**<u>ELECTROSTATIC DISCHARGE CONTROL</u>** 1. Seller shall provide and maintain a program for Electrostatic Discharge (ESD) control for hardware items to be furnished for this procurement in accordance with one or more of the following standards: a. MIL-STD – 1686 Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (excluding Electrically Initiated Explosive Devices) b. ANSI-S20.20 Parts, Electrical and Electronic, Assemblies and Equipment, Protection of (excluding Electrically Initiated Explosive Devices), for the Development of an Electrostatic Discharge Control Program c. EIA 625 Requirements for Handling Electrostatic Discharge Sensitive Devices d. MSFC-STD-1800 ESD Control for Propellant and Explosive Devices e. DoD 4185.26m Contractors Safety Manual for Ammunition and Explosives 2. Seller's ESD control program shall be subject to review and approval by Buyer. 3. Items shall be packaged with ESD protective material. a. ESD protective caps shall be used on equipment external connectors or contacts that connect to ESD parts and assemblies within the equipment. b. All packages shall be identified with a suitable precautionary label. c. The label shall not be utilized as a sealing device. 4. Any ESD components or assemblies received by Stark that are not in an ESD protective material shall be subject to return to Seller. NOTE: ESD requirements are defined as applicable to any active or passive components.

1235	**SEMICONDUCTOR CERTIFICATION** Shipment of electronic devices using semiconductors shall be accompanied by a certification of conformance from Seller, stating at a minimum: 1. The name and location of the original manufacturer of any semiconductor used in the fabrication of the end item. 2. The semiconductor lot number.
1245	**SOLDER WORKMANSHIP STANDARD** Soldering and processing of electronic assemblies shall be in accordance or equivalent with IPC- A-610 “Acceptability of Electronic Assemblies” or J-STD-001 “Requirements for Soldered Electrical and Electronic Assemblies”.
1250	**SOLDERABILITY** 1. Material submitted with each shipment shall have had solderability testing performed in accordance with one or more of the following specifications: a. MIL-STD-750, Method 2026 b. MIL-STD-883, Method 2003 c. MIL-STD-202, Method 208 d. MIL-P-55110 e. MIL-P-50884 f. J-STD-001 g. J-STD-002 h. J-STD-003 2. Seller shall supply a copy of the certification by an accredited agency to one or more of the specifications listed in paragraph 1 with each order. 3. If, during the life of that Procurement Document, the certification is revoked or the certification expires, all efforts against this Procurement Document shall be stopped. a. Stark shall be notified in writing within twenty four hours when certification has been revoked or has expired.
1260	**PRINTED WIRING BOARD** 1. Printed Wiring Boards fabricated under this Procurement Document shall comply with the requirements of IPC-A-600 Class 3 “Acceptability of Printed Boards”. 2. Coupons shall be included if defined on the drawing with each shipment.
1270	**COMPONENT OBSOLESCENCE MANAGEMENT**

The external provider shall develop, document and implement component management process that addresses all aspects of the product life cycle from design through service, including component selection, application, and standardization and obsolescence management. External provider's program shall address the following issues:

1. In the event that a component becomes obsolete or otherwise unprocurable, the external provider's obsolescence management process shall include provisions for alternate parts, end-of-life buys, and/or upgraded parts.
2. When alternate parts are being considered, parts shall be selected from alternate sources, which are form-fit- function replacements and meet the same quality, reliability, and selection criteria as the original parts.
   NOTE that form-fit-function alternate parts that require modification to a printed wiring board layout also require Stark approval.
3. When end-of-life buys are being considered, the external provider shall formally notify Stark of its intent and the lifetime buy requirement shall be negotiated and approved by Stark.
4. When alternate parts cannot meet form-fit-function requirements or when upgraded parts are being considered, the external provider shall formally notify Stark of its intent and shall provide a detailed engineering analysis of the re-screening or testing requirements which will provide form-fit-function equivalency to the original parts.
   NOTE that form-fit-function alternate parts that require modification to the printed wiring board layout also require Stark approval.
5. The external provider's analysis report to Stark for upgraded parts shall substantially respond to the following questions as applicable:
   a. Reason for change
   b. Will the component be substituted into a critical function?
   c. List equipment in which new component will be used, and the quantities of each
   d. Existing component part number
   e. Existing component rated temperature range
   f. Operating temperature environment
   g. Existing component quality assurance process, e.g. MIL-SPEC screening, etc.
   h. New component Part Number
   i. New component rated temperature range
   j. Operating temperature requirement
   k. New component quality assurance process, e.g. MIL-SPEC, screening, etc.
   l. What is impact of the substitution on equipment reliability and safety? (Report analysis results)
   m. Briefly describe the analysis and results that show the new component will be reliable in this application e.g., in-service data, etc.
6. In the case of out-of-production equipment where obsolescence issues render the equipment to be unsupportable, Stark shall be notified of the circumstances that caused the product to be unsupportable. Stark and the external provider will work together to provide timely, accurate, standardized communications to notify customers of an impending product obsolescence and/or discontinuance.

1400	**CABLE WORKMANSHIP STANDARD** Workmanship shall be in accordance with IPC/WHMA-A-620 "Requirements and Acceptance for Cable and Wire Harness Assemblies."
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1600	**FIRST ARTICLE INSPECTION**
1600.A	FAI 1. First article inspection will be carried out on every new aviation part representing a first serial production. This includes all items and assemblies that comprise the final delivered product. 2. The FAI Report shall be in AS9102 format. An FAI report is incomplete until all discrepancies discovered during the FAI have been resolved. 3. Prototypes or items manufactured in processes that are different from the regular production are not considered part of the first serial production. 4. First article inspection will be carried out on any other article, as determined by Stark Production Engineering or Stark Quality Engineering, resulting from the complexity of the item or the technology of its manufacture if it has been 24 months or more since last product was produced, or a change to form, fit, or function of the product has occurred. 5. Seller shall submit for approval by Stark a First Article Plan demonstrating compliance with the requirements in the Procurement Document and referenced documents (refer to AS9102 and ASME Y14.41 for guidance). a. The FAI Plan shall reflect 100 percent inspection verification of all drawing characteristics. b. The FAI Plan shall delineate each drawing characteristic and specify the corresponding actual measurement results.
1600.B	Preparation of a Route Card and its Approval: The demand for an FAI must appear on the Route Card.
1600.C	FAI Performance and Documentation 1. Data and findings during the FAI, including tools and equipment lists serving serial production, will be listed on the FAI form.

	2. An FAI report will be prepared and carried out by the Seller's / Seller's subcontractor's Quality Engineering or qualified Quality department representative(s). 3. The decision to accept and approve the article for serial production will be taken by Stark Quality Management, which will report in writing to the subcontractor to this effect, and will sign the applicable documents.
1600.D	<u>Presence of a Stark Representative at the FAI</u> 1. An Stark Quality Management representative will participate in the FAI as required. Seller and its subcontractors will notify Stark's Quality Department at least 10 working days in advance that they intend to perform an FAI (an overseas subcontractor must notify Stark 15 working days in advance). 2. An Stark Quality Management representative will determine, prior to the FAI, whether the presence of Production Engineering and/or other Stark representatives is required at the FAI, on a case-by-case basis and in accordance with the need.
1600.E	<u>Presence of a Customer Representative at the FAI</u> 1. An FAI in the presence of a Stark / customer representative will be carried out only after prior verification by Stark Quality Management regarding the readiness of the manufacturer / subcontractor for the FAI performance. 2. Seller will notify Stark's Quality Department regarding preparedness to execute the FAI. Stark Quality Management will verify the preparedness for the FAI. An FAI in the presence of the customer is not allowed without prior verification of a Stark Quality Management.
1600.F	<u>Handling of an Item / Assembly Inspected at an FAI</u> 1. Should the first article be accepted, Seller shall attach a serviceable tag to the article, upon which is written "serviceable after first article inspection". It is the responsibility of the Seller to mark the item with a First Article Inspection stamp. 2. A first article inspection report will accompany the first article accepted and will be sent to Stark Quality Department. An additional copy will be stored with the manufacturing documentation. 3. Should the "first article" be rejected, it will be identified by a tag describing its status. A Materials Review Board action may be carried out regarding the item, in accordance with the Seller's Quality Assurance procedure and the provisions of the contract. 4. An article that is rejected will be identified by Seller via means of a reject tag. The article will be disposed, in the presence of a Stark representative if required, in such a manner that its use will not be possible. 5. After corrective / preventive action a new item is to be manufactured in conjunction with Stark Quality Management.
1600.G	<u>Repetition of a First Article Inspection</u>

	A full "First Article" inspection for an item that passed first article inspection will be repeated by the Seller when: 1. Dimensions or values were changed on the blueprints. The first article inspection report will only be prepared with respect to attributes that were changed or to which additions were made. 2. In the event of a change affecting the operational characteristics of the article. 3. The process or engineering specification has been changed. 4. A defect in the serial manufacturing / assembly was discovered that requires the repair of a tool, adjustment of a machine, or change of the manufacturing / assembly method. 5. Dedicated personnel were replaced in such as manner that their level of experience and skill may possibly have diminished. 6. The location of the manufacturing / assembly tool was changed, either within subcontractor's premises or was transferred to another company's facility. 7. The place or the subcontractor for executing special processes (such as heat treatment, coatings, nondestructive tests, etc.) were changed. 8. Stoppage of the serial production for a period over two (2) years or as agreed with Stark's Quality Management.
1700	**Contamination / Foreign Object Debris (FOD) & Tool Control** Seller is responsible to ensure that the work environment needed to achieve conformity of product and service requirements includes the elimination of contamination or foreign objects being introduced during any manufacturing, testing or packaging activities. This requirement is applicable to the extent of the seller's business activities. Good housekeeping practices should identify and preclude any foreign object or contamination being introduced during processing a shipment to Stark, or directed customer. 1. Seller shall maintain an FOD prevention program, including tool control. 2. Seller's FOD prevention program shall include the review of design and manufacturing processes to identify and eliminate foreign object entrapment areas and paths through which foreign objects can migrate. 3. Seller's Tool Control program shall include identification, inventory and location control to reduce the risk of lost tools. 4. Buyer shall have the right to perform inspections, verifications, tool control, and FOD prevention program audits at Seller's facility to ensure program documentation and effectiveness. 5. Articles ordered under this Procurement Document shall be protected by Seller from contamination or damage from foreign objects or tool control during processing, testing, inspection, handling, and packaging prior to delivery to Seller.
2000	**DROP SHIP**

	1. Seller shall deliver parts/material to address identified on the Procurement Document. 2. A copy of all required documentation shall be sent to Buyer for receipt and review.
3000	**DOCUMENTATION** 1. An End Item Data Package (EIDP) shall be developed, maintained, and provided, which incorporates the following information: a. Seller Certificate of Conformance b. Specification/drawing number and revision c. As-built configuration (Indentured Parts List – may not be required for software) d. Proof of traceability requirements compliance (serial numbers, lot numbers, batch number, software version, etc.) e. Documented non-conformances f. Documented open action items g. Incorporated Change Orders (Engineering Change Proposals (ECPs)) h. Certificate of Conformances from sub-tier external providers with objective evidence to validate the certificates i. Type of inspection performed and recorded results j. Type of test performed and recorded results k. Total quantity of items tested, quantity of items accepted, and quantity of items rejected l. Applicable Government Industry Data Exchange Program (GIDEP) alerts, waivers, deviations, and incident reports m. Verification of compliance with useful life requirements, e.g., total operating time, thermal cycles, vibration time. 2. Stark shall refuse to accept item if Seller fails to submit certifications, documentation, test data, or reports specified in the procurement document. Documentation shall include Stark's source inspection if such source inspection is performed. **3.** Written approval shall be obtained from Stark for any deviations to the EIDP.
18.	**ACRONYMS**
AS	Aerospace Standard
AAM	Authorized Aftermarket Manufacturer
CMMI	Capability Maturity Model Integration
CoC	Certificate of Conformance
CoT	Certificate of Traceability
CTF	Critical to Function
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DSA	Defense Supply Agency
ECP	Engineering Change Proposal
EIDP	End Item Data Package

ESD	Electrostatic Discharge
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FOD	Foreign Object Debris
GIDEP	Government Industry Data Exchange Program
GSC	Global Supply Chain
ISO	International Organization for Standardization
MIL	Military
MRB	Material Review Board
MSDS	Material Safety Data Sheet
NDT	Non-Destructive Testing
NIST	National Institute for Standard Technology
OCM	Original Component Manufacturer
OEM	Original Equipment Manufacturer
QPL	Qualified Parts List
RC/I	Request for Change/ Information
Stark	Stark Aerospace, Inc.
EPCAR	External Provider Corrective Action Request
SEI	Software Engineering Institute
SEM	Scanning Electron Microscope
EPIN	External Provider Information Notice
UID	Unique Identification
VCA	Verification of Corrective Action
WIP	Work In Process

Document Record

Rev. No.	Date	Page No.	Summary of Change
0	18-Sep-2017	All	Initial Issue
1	27-Sep-2017	27	Renamed section 1200 header information
2	22-Mar-2018	All	Stark Logo Change
3	25-Sep-2018	6, 7, 10, 12	Supplier Code of Conduct added; Document retention & disposition; Requirement of approval of design; Notification of change significant work or critical parts / significant items; Requirement of approval if described changes occur
4	28-Mar-2019	34	Corrected typo – AS9012 corrected to AS9102
