

Additional Supplier Excellence Obligations Specific to Mission Systems Wimborne Limited

1. Process

- 1.1 These Additional Supplier Excellence Obligations Specific to Mission Systems Wimborne Limited are to be read as a supplement to Eaton's Global Supplier Excellence Manual.
- 1.2 Unless expressly defined otherwise, all definitions shall remain consistent with those provided in:
 - 1.2.1 Eaton's Global Supplier Excellence Manual;
 - 1.2.2 Eaton's General Terms and the Conditions for Purchase of Goods and Services; and
 - 1.2.3 the Additional Terms Specific to Mission Systems Wimborne Limited for the Purchase of Goods and Services.
- 1.3 In all cases where existing negotiated contractual terms or framework agreements exist, these shall take precedence over these Additional Supplier Excellence Obligations and the requirements in paragraphs 1.2.1 to 1.2.3 inclusive, until such negotiated contractual terms or framework agreements have been reviewed and revised by Buyer and Supplier.
- 1.4 Where Supplier is operating under the requirements of these Additional Supplier Excellence Obligations and the requirements in paragraphs 1.2.1 to 1.2.3 inclusive, reference to FRL/QAM/10 in Buyer legacy design data and process controls shall be superseded by these Additional Supplier Excellence Obligations and the requirements in paragraphs 1.2.1 to 1.2.3 inclusive..

2. Obsolescence

- 2.1 Supplier undertakes to work with Buyer to maintain a technical watch for obsolescence on all Supplies. For the purpose of these Terms, a technical watch shall be defined as the on-going verification of the forward availability of parts, processes and materials procured from Supplier's subcontract and supply base. This watch shall occur on a quarterly basis.

3. Retention of Records

- 3.1 Supplier shall maintain detailed quality control and manufacturing sub-assembly and component Traceability records for the period of at least 10 years or 40 years for flight safety and critical components from the date of last supply of the Supplies.
 - 3.1.1 Prior to disposal of this documentation, supplier shall either agree to continue holding the records or shall offer Buyer, at no charge, the option to transfer them for archiving or provide electronic copies to Buyer. No record shall be destroyed without Buyer's written approval.

4. First and Last Article Inspection

- 4.1 Where product design characteristics are controlled by Buyer, supplier shall provide FAIR compliant to AS9102 provided with supplementary evidence if requested for verification and approval by Buyer prior to delivery of "First Article" goods. Goods considered "off the shelf", non MSD proprietary parts and or "FRS documents" detailing parts of this nature, do not require FAIR(s) to be submitted for verification and approval prior to delivery. When requested by Buyer or subject to transfer of work, a Last Article Inspection Report shall be provided by supplier.

5. Non-conformance Management

- 5.1 Supplier will notify Buyer when compliance or product conformance cannot be achieved. Eaton MSD may allow delivery via formal Non-Conformance Report (Otherwise referred to as an NCR or DMR if stored in WISPER portal) or written letter headed Waiver of compliance to standards or

quality requirements, either of which will be referred by supplier on applicable product C of C (s) prior to delivery.

- 5.1.1 The use of ad hoc communication such as but not limited to email or verbal communication does not constitute approval to deliver non-conforming product.
- 5.1.2 When reporting non-conformance escapes from Buyer to supplier or where supplier is reporting escapes to Buyer, supplier shall co-operate in providing all information required to promptly and without delay contain the issue and execute effective root cause corrective action.

6. Product Safety Process Controls

- 6.1 Where part drawings or specification detailed items as Grade 1, supplier must submit but not limited to process control plans and or route cards for approval prior to delivery for approval of manufacturing process. Supplier shall also notify Buyer of any subsequent changes to the approved process and re-submit documentation required for re-approval.
- 6.2 Parts specifications or drawings of any grade which detail key characteristics (KC) or critical features (CF) will require measurement results to be recorded via an Buyer approved process control plan (PCP). Where serialised, 100% of KC and or CF will need to be recorded. Where not serialised, the full batch must be measured and either all measurements or the range provided. All deliveries must be accompanied by populated PCP with measurement information.

7. Configuration control

- 7.1 Supplier shall work to the correct configuration of design data as detailed by Purchase Order. Where applicable supplier shall work to the latest release of Buyer Design Specification Documents (Titled DS-###). Unless otherwise specified within the Contract, where DS specifications are up issued, the Supplier will embody the up issued DS specifications at the start of next discrete order or at the launch of the next manufacturing batch for schedule orders. The issue status of the DS followed must be recorded for all products

8. Product Acceptance Testing

- 8.1 Where Product Acceptance Testing is required, supplier will provide sufficient data to support traceably and evidence of product compliance to specifications.

9. Electrical or Electronic products

- 9.1 Unless otherwise stated on Buyer drawings or design data, supplier shall default to IPC class 3 for manufacturing of electrical and electronic goods.

10. Software Development

- 10.1 Supplier software activities and deliverables are subject to full verification and approval by Buyer.

11. Design and or Design and Build Services

- 11.1 Supplier shall operate a Design Assurance Lifecycle management Process in accordance with BS EN 61160 and a Configuration Management process in accordance with Quality management systems Guidelines for configuration management ISO10007.
- 11.2 Suppliers of Design and Build electronic hardware must have a Lead-Free Control Plan (LFCP) in accordance with the requirements of GEIA-STD-0005-1-A or IEC/TS 62647-1, unless leaded solder is specified on the drawing.

12. Traceability and Chain of Custody

- 12.1 Supplier shall have and operate a process to ensure that all Supplies, sub-assemblies and the components contained

- therein supplied to Buyer are completely Traceable back to manufacturer by batch or lot or date code
- 12.2 Supplier shall, unless directed otherwise by the Buyer, procure components from the manufacturer of the components, or through authorised franchised distributors or direct component suppliers. Supplier agrees to indemnify and hold Buyer harmless from and against all costs and expenses for the removal, repair or replacement of counterfeit components incorporated into the Supplies sold by Supplier to the Buyer where the counterfeit component was procured by Supplier from a person or entity other than a franchised distributor or direct component supplier or other person or entity pre-approved by Buyer in writing.
- 12.2.1 Supplier Shall
- 12.2.1.1 Require its sub-contractors provide a C of C with each component shipment.
- 12.2.1.2 Perform incoming inspections of components and paperwork to ensure conformity to Specifications; and
- 12.2.1.3 Maintain and document incoming inspection specifications used for each component used in manufacturing the Supplies. The foregoing obligations of this additional term 5.2 shall not apply to components consigned or sold to Supplier from Buyer.
- 12.3 If components are not purchased from an original equipment manufacturer, or a franchised distributor or direct component supplier or are purchased without full traceability and manufacturers' certificates, Supplier shall ensure that prior written approval has been obtained from Buyer before using such components and that the approving permit number shall be cross referenced on Supplier's release certification. To obtain Buyer's approval Supplier may have to, at the Buyer's sole option and at Suppliers cost, perform the following:
- 12.3.1 Check with the manufacturer that the date and batch codes identified on the Certificate of Conformity are genuine; and
- 12.3.2 Complete or arrange for actual component testing on a representative sample of the components to verify their conformance to specification.
- 12.4 For components purchased from Buyer, Supplier shall maintain the traceability back to the paperwork provided by Buyer as part of the components transfer.
- 12.5 The Supplier shall ensure flow down of traceability and chain of custody requirements. All documents will be provided to Buyer upon request during or post-delivery of the product. Where standard parts, commercial or military off the shelf and or Propriety Parts have been specified on the Buyer supplied drawing, the Supplier must obtain such product(s) from the Original Equipment Manufacture or their approved distributor including a C of C stating that product(s) has been manufactured in accordance with desired standard or requirements.

13. Expiration

- 13.1 Goods with Shelf life expiry must be supplied with a minimum of 90% shelf life remaining.
- 13.2 Calibrated goods or calibration services must provide calibrated goods with a minimum of 90% remaining time before expiry.

14. Packaging

- 14.1 Supplier providing goods must ensure that all packaging provides appropriate preservation of product, prevention of damage and deterioration during the handling, storage and shipping processes. When provisioning packaging materials, the Supplier must consider but not limited to; static, contamination, hazardous substances, fragility, surface finish, size, weight and method of transport. CMS

reserves the right to request and define special packaging requirements in the Purchase Order, Contract or within other approved CMS documentation provided to the Supplier.

- 14.2 Pallets must conform to standard Euro sizes and be loaded no higher than 1.22m (48"), unless prior approval is provided by Buyer.

15. Maintenance, Repair and Overhaul of Goods

- 15.1 Unless determined the design authority, no maintenance shall be carried out without AS9110 accreditation or approval from Buyer in advance of works to be carried out. Buyer reserve the right to request supporting information not limited to supplier processes and controls in order to maintain product conformance and safety for maintenance and repair activities.

16. Vendor Parts

- 16.1 Where Buyer Intellectual Property including without limitation drawings and part lists references vendor parts (e.g. COTS parts), Supplier shall comply with Buyer controlled design specification DS-013 prior to using such parts.

17. Buyer Intellectual Property controlled data

- 17.1 All data in all formats, shall have its integrity maintained and controlled, ensuring that no unauthorised personnel or entities are given access. Translation of data shall be verified as accurate prior to use.

18. Notification of design change

- 18.1 Suppliers must notify buyer of any design changes from the current buyer accepted standard for approval prior to delivery of product.

Definitions:

"Traceable"	means that all the Supplies, sub-assemblies and the components contained therein supplied by Supplier shall be accompanied with original authentic certificates of conformity from the manufacturer of the original component or if not accompanying the component delivered to the Buyer are in the possession of Supplier as specified by the Buyer's specification.
"C of C"	Certificate of Conformance is document(s) signed or otherwise authenticated by an authorized individual certifying the degree to which items or services meet specified requirements.
"Key Characteristics"	A feature of a material, process, or part (includes assemblies) whose variation within the specified tolerance has a significant influence on product fit, performance, service life, or manufacturability.
"Critical Features"	A feature of a material, process, or part (includes assemblies) deemed critical to the product functionality and or safety in operation.
"Chain of Custody"	As per traceability with the additional requirement that each transfer between suppliers and or processes must be supported by documentary evidence (not just a reference to the documentation as in the case of traceability).

“Process Control Plan”	A standard work document used to define and control processes and or record measurement data, of which have an appreciable effect on the safety and conformance of product.
“DS”	Design Specification created by Buyer defining required processes or materials to be used for fulfilment of design requirements.
“First Article Inspection Report”	The inspection document of the first produced product, measuring 100% of features and verifying the production process can achieve desired results.
“Last Article Inspection Report”	Same as a First Article Inspection Report but carried out on the last product produced (Last Article) prior to changing source and or process.
“FRS”	Flight Refuelling Standard
“FRL/QAM/10”	Flight Refuelling Quality Assurance Manual. The legacy Supplier Quality Assurance requirements for the Mission Systems LTD Company.