



**M&S Machining, Inc. Purchase Order Quality Flow Downs**

100 Hud Road  
Winchester, KY 40391  
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info@mandsmachining.com

**HEREINAFTER “M&S Machining Inc.” SHALL BE DESIGNATED AS “THE BUYER”**

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### **APPLICABILITY**

Your involvement directly contributes to the conformity of all products shown on this order. Your commitment to quality, good business ethics, product safety and compliance with all PO requirements, including the requirements within this flow down are important to the overall end user satisfaction.

### **QUALITY MANAGEMENT SYSTEM**

Items supplied on this order shall be produced and serviced under a quality system compliant with ISO9001, AS9100, or an equivalent quality management system approved by the buyer. Compliance is subject to audit by the buyer.

### **ORGANIZATIONAL AWARENESS**

Suppliers must ensure that all personnel, sub-tiers, and other employees are aware of:

- a. Their contribution to product or service conformity
- b. Their contribution to product safety
- c. Their importance of ethical behavior

### **KEY PERFORMANCE INDICATOR**

Suppliers will be monitored and measured on their products and/or service performance. Quality of products and services as well as on time delivery will be the measurable objectives that the buyer will utilize for performance evaluation of external providers. These Key Performance Indicators will be monitored on a 6-month basis. Suppliers are expected to maintain at a minimum **95% Quality Performance, and 85% On Time Delivery**. Failure to meet the minimum requirements may result in corrective action. If supplier cannot provide an acceptable corrective action, buyer will take appropriate action which may include removal of supplier from buyer's Approved Supplier List. Scores may be issued from the buyer to the supplier upon request via email.

### **CERTIFICATE OF CONFORMANCE AND TRACEABILITY**

The Supplier shall provide a Certificate of Conformance (C of C) certifying compliance for all products and services provided. Where applicable, this purchase order may state specification certification and test results (chemical, physical, and/ or mechanical) to be provided at time of shipment or emailed in advance.

### **NADCAP**

When specified on the PO, special processes identified may require certification by NADCAP. Suppliers must ensure that the special process being performed is qualified and active. All costs associated with NADCAP accreditation shall be borne by the Special Processor. The NADCAP Certificate shall be provided to the buyer when requested.

### **SHELF-LIFE MATERIALS**

The Date of Manufacture and Shelf-Life Expiration Date shall be clearly marked on the item and/or packaging along with applicable batch/lot number identification. The item or material must have 70% shelf life remaining at a minimum, unless otherwise specified and approved by the buyer.



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### **QUALIFIED PRODCUTS LIST**

When specified, items furnished on this PO which are applicable to the Government, a customer, and/or the buyer, Qualified Product List (QPL) must be produced by the manufacturers listed on the current QPL.

### **MEASURING & TEST EQUIPMENT**

It is the supplier's responsibility to ensure all monitoring and measuring equipment provided by the buyer on this PO are calibrated in accordance with this PO and in accordance with AS9100, ISO 17025, ISO 10012-1, ANSI/NC SL Z540-3, or equivalent system approved by the buyer. Calibration or verification of monitoring and measuring equipment shall be carried out under suitable environmental conditions. A Certificate of Conformance is required and must be traceable back to the appropriate National Institute of Standards and Technology (NIST), ISO, or ANSI standard requirements.

### **FIRST ARTICLE INSPECTION**

When requested, the supplier shall conduct First Article Inspection (FAI) in accordance with AS9102 for all provided parts or processes to ensure supplier product/processes have the capability of meeting the specification requirements.

FAIs shall be conducted, reviewed by the buyer, and approved for this part prior to the first shipment of product. Where changes require only a delta FAI, the delta FAI will be limited to the impact of the change only. The buyer reserves the right to review any or all associated FAI documentation at their discretion.

### **SOURCE CONTROLLED PRODUCTS OR PROCESSES**

Purchase order may identify "Source Controlled" items and may contain a list of approved source(s) of supply. The Supplier is required to purchase these items from the approved source. Where the approved Supplier cannot be used, written authorization from the buyer is required prior to using an unapproved source.

### **SPECIFICATION REVISION**

All specifications flowed down to the supplier are to be interpreted to the most current revisions unless otherwise specified. Required documentation order of precedence is as follows:

- 1.) PO
- 2.) Drawing
- 3.) Applicable Specification

### **COUNTERFEIT PARTS**

The supplier is required to maintain a counterfeit material prevention program compliant to AS9100, SAE AS6174 (Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material), or equivalent program approved by the supplier. When requested, the supplier shall demonstrate an active and ongoing counterfeit prevention program supported by objective evidence.



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### **NON-CONFORMING MATERIAL (NCM)**

Supplier will have five (5) business days after notification of non-conformance to provide a Return Material Authorization (RMA). If the RMA is not provided within five (5) business days, the product will be sent back to the supplier at the supplier's cost and a debit memo will be placed with the supplier.

### **CORRECTIVE ACTION**

Supplier may be required to complete a SCAR report should non-conforming material or processing be identified by the buyer or their customer(s).

### **FOREIGN OBJECT DEBRIS (FOD) PREVENTION**

The supplier, where applicable, is required to maintain a FOD prevention program in accordance with AS9100, NAS 412, or an equivalent prevention system approved by the buyer. When requested, the supplier shall demonstrate an active and ongoing FOD prevention program supported by objective evidence.

### **DFARS MATERIAL COMPLIANCE**

DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals is applicable to all parts purchased on any PO issued to the supplier. Any specialty metals used in deliverable product must be Domestic United States or from a qualifying country.

### **ITAR COMPLIANCE**

Drawings and any other accompanying documents provided, if any, may contain information subject to the International Traffic in Arms Regulations (ITAR) and/or the Export Administration Regulation (EAR). Transfer of any Technical Data by any means to a foreign person or foreign entity, whether in the United States or abroad, without first complying with the export license requirements of the ITAR and/or the EAR is against the law and in violation of the terms of any PO. By agreeing to accept any order, Supplier certifies that they have not violated any ITAR and/or EAR laws in the fulfillment of this order or any subsequent or previous order.

Where applicable, supplier is requested to provide ITAR registration once per year to the buyer's email ([office@mandsmachining.com](mailto:office@mandsmachining.com)) for the buyer's retention purposes.

### **SAFEGARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DFARS 252.204-7012)**

If ITAR or CUI technical information is shared with Seller, Seller is responsible for full compliance to the DFAR regulations related to safeguarding covered defense information and cyber incident reporting. The seller shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use and disclosure of electronic communications and data. The safeguarding and cyber incident reporting required by this clause in no way abrogates the seller's responsibility for other safeguarding and cyber incident reporting pertaining to any unclassified systems required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements. The Contractor shall include this clause, including this paragraph, in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for



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commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and Require subcontractors to:

- a. Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (24)(2)(ii)(B) of this clause; and
- b. Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber-incident to DoD as required in paragraph (c) of this clause.

### **RECORD RETENTION**

Certificate of conformance for this PO , quality records, first article inspections, test reports and certifications, including special processes, and chemical, physical and/or mechanical reports identifiable to the raw material used in the performance of this PO, shall be maintained by the SELLER in a controlled condition for a minimum of fifty (50) years from completion of purchase order unless otherwise stated in the contract. These records shall be maintained so that they remain legible, retrievable by PO number, and are made available to the BUYER, its customers and/or regulatory authorities when requested.

### **SUPPLIER PROCESS CHANGE CONTROL**

When change control will affect product conformity the supplier agrees to notify the buyer in the event of relocation of work to another supplier or production facility, change in design or scope of work, manufacturing processes, product, or services, and / or sub-tier suppliers. All process changes, where applicable, shall be documented and submitted to the buyer for review and approval before the change shall take effect.

### **BUSINESS CONTINUITY PLAN**

Supplier shall have an established, implemented, and maintained process to plan and control temporary or permanent transfer of work, to ensure continuing conformity of the work to the purchase order requirements. The process shall ensure that work transfer impacts and risks are managed. The buyer may request a copy of the supplier's business continuity plan for review and approval as necessary.

### **DIGITAL PRODUCT DEFINITION**

If the buyer flows down Digital Product Definition (DPD), supplier agrees that Boeing D6-51991 "Quality Assurance Standard for Digital Product Definition at Boeing Suppliers" shall be used as a supplement to the PO. D6-51991 shall be used for the purpose of verification of supplier's conformance and to document supplier capabilities related to DPD, and Model Based Definition (MBD).



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### **MERCURY**

The Supplier shall ensure that the supplied or purchased material does not contain functional mercury in any form and that no mercury-bearing instruments and/or equipment that might cause contamination were in contact with the supplied or purchased material. Objective Evidence may be required from the supplier when requested by the buyer.

### **RIGHT TO ACCESS**

All material or processes covered by this purchase order are subject to surveillance inspection by THE BUYER, GOVERNMENT, CUSTOMER, or REGULATORY AUTHORITIES. This requirement may include surveillance of the product or the supplier's Quality Management System, manufacturing processes, and/or facilities. The supplier shall provide access to all facilities and equipment, supply data and perform tests as required by the applicable drawings, specifications, and inspection instructions under the surveillance of the buyer's Quality Assurance Representative, GOVERNMENT, CUSTOMER or REGULATORY AUTHORITIES, as requested. The surveillance inspection will be requested in advance in writing by the buyer, whenever possible.

### **CONFLICT MINERALS**

All products and services furnished under this purchase agreement must comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding the sourcing of tantalum, tin, and gold from certain mines within the Democratic Republic of Congo (DRC) or adjoining countries as defined in the Act. All necessary steps must be taken to implement conflict-free sourcing wherever possible.

### **Equal Opportunity Employer**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).



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### FARS REQUIREMENTS:

This purchase agreement incorporates one or more clauses by reference, with the same force and effect as if they were in full test, and are as follows:

52.203-19 – Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements

52.204-21 – Basic Safeguarding of Covered Contractor Information Systems

252.204-7009 – Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

252.204-7012 – Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7015 – Notice of Authorized Disclosure of Information for Litigation Support

52.222-21 – Prohibition of Segregated Facilities

52.226-26 – Contractors Performing Private Security Functions outside the United States.

52.226-36 – Affirmative Action for Handicapped Workers (Applies to contracts over \$2,500).

52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving

52.225-13 – Restrictions on Certain Foreign Purchases

252.225-7007 – Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies

252.227-7016 – Rights in Bid or Proposal Information

252.227-7037 – Validation of Restrictive Markings on Technical Data

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors

252.244-7000 – Subcontracts for Commercial Items

252.246-7003 – Notification of Potential Safety Issues

252.225-7048 – Export Controlled Items

52.222-26 – Equal Opportunity

52.225-20 – Prohibition on Conducting Restricted Business Operations in Sudan--Certification

52.225-25 – Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications.

52.233-3 – Protest after Award

52.232-40 – Providing Accelerated Payments to Small Business Subcontractors

52.233-4 – Applicable Law for Breach of Contract Claim

52.244-6 – Subcontracts for Commercial Items

52.203-13 – Contractor Code of Business Ethics and Conduct

52.203-15 – Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009

52.219-8 – Utilization of Small Business Concerns

52.222-40 – Notification of Employee Rights Under the National Labor Relations Act

52.224-3 – Privacy Training

52.225-26 – Contractors Performing Private Security Functions Outside the United States

52.253-1 – Computer Generated Forms

52.222-19 – Child Labor (Applies to contracts for supplies exceeding the micro-purchase threshold)

52.222-35 – Equal Employment for Workers with Disabilities (Applies to contracts over \$15,000, unless the work performed is performed outside the United States)



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- 52.222-36 – Equal Employment for Workers with Disabilities (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States)
- 52.222-37 – Employment Reports on Veterans (Applies to contracts of \$150,000 or more)
- 52.222-50 – Combating Trafficking in Persons (Applies to all solicitations and contracts)
- 52.222-55 – Minimum Wages under Executive Order 13658 (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).
- 52.222-62 – Paid Sick Leave under Executive Order 13706 (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia.))
- 52.247-64 – Preference for Privately Owned U.S.-Flag Commercial Vessels (Applies to transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)
  - 52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (Applies to contracts when the contractor of a subcontractor at any tier may have Federal contract information residing in or transiting through its information system).
- 52.209-6 – Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Applies to contracts over \$35,000).
- 252-204-7020 – NIST SP 800-171DoD Assessment Requirements



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Rev. # and date	Revised by	Approved by	Reason for Change	Changes
06 1/28/25	Jonathan Ramey	 <input checked="" type="checkbox"/> Jeremy Hadler QA Manager	Procedural	Added Revision Table. Updated KPI(s) to match current QMS requirements
07 8/6/25	Jordan Robinson	 <input checked="" type="checkbox"/> Jeremy Hadler QA Manager	Procedural	Change to Record Retention period – WAS: 7 years unless otherwise stated in contract. IS: 50 years unless otherwise stated in contract.