

## White Engineering Quality Clauses

The following generic quality clauses apply to applicable purchase orders:

### **Q1 Flow Down of Requirements**

External suppliers shall flow down all applicable purchase order quality clauses to their supply chain, including its direct and sub-tier external providers, to ensure requirements are met.

### **Q2 Retention of Documented Information**

External suppliers shall control the established documented information to provide evidence of conformity to requirements and retain them for a minimum period of seven (7) years, unless otherwise specified on Purchase Order.

Established documented information shall remain legible, readily identifiable and retrievable. The external suppliers shall address the following activities, as applicable, for the control of documented information:

- Distribution, access, retrieval, and use
- Storage and preservation, including preservation of legibility
- Control of changes (e.g., version control)
- Disposition
  - White Engineering Surfaces Corporation shall be notified prior to destruction of any documented information and offered the option to transfer to White Engineering Surfaces Corporation.
- Prevention of the unintended use of obsolete documented information by removal or by application of suitable identification or controls if kept for any purpose.

Documented information retained as evidence of conformity shall be protected from unintended alterations. When documented information is managed electronically, data protection processes shall be defined (e.g., protection from loss, unauthorized changes, unintended alteration, corruption, physical damage).

### **Q3 Right of Access**

White Engineering Surfaces Corporation, White Engineering Surfaces Corporation customers, and regulatory authorities reserve the right to access applicable areas of all facilities, at any level of the supply chain and quality records involved in the work described by the Purchase Order.

### **Q4 Nonconforming Product**

External suppliers shall ensure that product which does not conform to product requirements is identified and controlled to prevent its unintended use or delivery. If nonconforming product has been shipped to White Engineering Surfaces Corporation, White Engineering Surfaces Corporation shall be immediately notified. External supplier shall provide timely corrective action if requested.

External suppliers shall obtain approval from White Engineering Surfaces Corporation for nonconforming product disposition.

**Q5 Changes Notification**

Prior to processing and delivery, external suppliers shall notify White Engineering Surfaces Corporation of changes in product and/or process, changes of suppliers, changes of manufacturing facility location prior to delivery or processing, including part obsolescence and/or substitution.

**Q6 Conflict Minerals “The Dodd-Frank Wall Street and Consumer Act”**

External suppliers shall not knowingly supply any product containing Conflict Minerals: Tantalum, Tin, Tungsten or Gold (3T&G) from the Democratic Republic of Congo and/or its surrounding region, including Angola, Burundi, Central African Republic, Rwanda, Tanzania, South Sudan, Uganda, and Zambia. External suppliers shall notify White Engineering Surfaces Corporation in writing if raw material or product contains Conflict Minerals, as part of alloy composition of raw material or design of product. The following shall be included:

- Country of origin for each 3T&G Conflict Mineral present in raw material or product
- Name and address of smelter if 3T&G Conflict Mineral originated in Democratic Republic of Congo or its surrounding region.

**Q7 FAR/DFAR Clauses**

DPAS Rating: See Purchase Order

Items on order will be used for the government rated contract as indicated. Priority rating to be included on each successive order placed to obtain items needed to fill a customer’s rated order per the defense production act. By accepting this purchase order, Supplier agrees to the requirements listed below. Federal Acquisition Regulations (FAR) clauses are applicable to this order. Clauses incorporated by reference have the same force and effect if they were given in full text. Clauses are available in full text for review at the following web address:

<https://www.acquisition.gov/browse/index/far>

- **52.202-01 Definitions (NOV 2013)**
- **52.203-03 Gratuities (APR 1984)**
- **52.203-05 Covenant Against Contingent Fees (May 2014)**
- **52.203-06 Restrictions on Subcontractors Sales to the Government (SEPT 2006)**
- **52.203-07 Anti-Kickback Procedures (MAY 2014)**
- **52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)**
- **52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)**
- **52.204-04 Printed or Copied Double Sided on Postconsumer Fiber Content Paper (MAY 2011)**
- **52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)**, other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
- **52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)** (Section 1634 of Pub. L. 115-91).
- **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)** (Section 889(a)(1)(A) of Pub. L. 115-232).
- **52.209-06 Protecting the Government’s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Suspension (OCT 2015)**

- **52.211-15 Defense Priority and Allocation Requirements (APR 2008)**
- **52.219-8 Utilization of Small Business Concerns (OCT 2018)** (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities.
- **52.222-19 Child Labor – Cooperation with Authorities and Remedies (FEB 2016)**
- **52.221-21 Prohibition of Segregated Facilities (APR 2015).**
- **52.222-26 Equal Opportunity (SEP 2016)** (E.O. 11246).
- **52.222-35 Equal Opportunity for Veterans (OCT 2015)** (38 U.S.C. 4212(a).
- **52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)** (29 U.S.C. 793).
- **52.222-37 Employment Reports on Veterans (FEB 2016)** (38 U.S.C. 4212).
- **52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)** (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
- **52.222-50 Combating Trafficking in Persons (JAN 2019)** (22 U.S.C. chapter 78 and E.O. 13627). Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- **52.222-55 Minimum Wages under Executive Order 13658 (DEC 2015)**, if flow down is required in accordance with paragraph (k) of FAR clause 52.222-55.
- **52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017)** (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- **52.223-06 Drug Free Workplace (MAY 2001)**
- **52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)**, if order exceeds \$10,000. The Supplier shall insert the substance of this clause, including this paragraph (d), in all subcontracts.
- **52.224-3 Privacy Training (JAN 2017)** (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f). Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- **52.225-26 Contractors Performing Private Security Functions Outside the United States (OCT 2016)** (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- **52.229-03 Federal, State, and Local Taxes (FEB 2013)**
- **52.232-17 Interest (MAY 2014)**
- **52.232-23 Assignment of Claims (MAY 2014)**
- **52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)**, if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
- **52.242-13 Bankruptcy (JUL 1995)**
- **52.244-6 Subcontracts for Commercial Items (AUG 2019).** (b) To the maximum extent practicable, the Supplier shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this clause. (c) The Supplier shall insert the clauses listed in paragraph (c) and available at <https://www.acquisition.gov/browse/index/far> in subcontracts for commercial items. (d) The Supplier shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this order.
- **52.246-2 Inspection of Supplies – Fixed Price.**
- **52.246-11 Higher-Level Contract Quality Requirement: ISO 9001:2015**
- **52.246-16 Responsibility for Supplies (APR 1984)**
- **52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)** (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
- **52.249-02 Termination for Convenience of the Government (Fixed-Price) (APR 2012)**
- **52.249-08 Default (Fixed-Price Supply and Service) (APR 1984)**
- **52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)**

- **252.203-7001 Prohibition on Person Convicted of Fraud or Other Defense-Contract Related Felonies (DEC 2008)**
- **252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013).** The Supplier shall include the substance of this clause, including this paragraph (b), in all subcontracts.
- **252.204-7000 Disclosure of Information (AUG 2013)**
- **252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (OCT 2016)**
- **252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)** The Supplier shall include the substance of this clause, including this paragraph (c), in all subcontracts.
- **252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)** The Supplier shall include the substance of this clause, including this paragraph (m), in all subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and when this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to the DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.
- **252.204-7015 Notice of Authorized Disclosure of Information to Litigation Support (MAY 2016).** The Supplier shall include the substance of this clause, including this paragraph (c), in all subcontracts.
- **252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)**
- **252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (OCT 2015)**
- **252.211-7005 Substitutions for Military or Federal Specifications and Standards (NOV 2005)**
- **252.223-7008 Prohibition on Hexavalent Chromium (JUN 2013).** The Supplier shall include the substance of this clause, including this paragraph (d), in all subcontracts for supplies, maintenance and repair services, or construction materials.
- **252.225-7048 Export Controlled Items (JUNE 2013).** The Supplier shall include the substance of this clause, including this paragraph (e), in all subcontracts.
- **252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)**
- **252.232-7010 Levies on Contract Payments (DEC 2006)**
- **252.243-7002 Requests for Equitable Adjustments (DEC 2012)**
- **252.246-7008 Sources of Electronic Parts (MAY 2018).** The Supplier shall include the substance of this clause, including this paragraph (e), in all subcontracts for electronic parts or assemblies containing electronic parts, unless the supplier is the OEM.
- **252.247-7023 Transportation of Supplies by Sea (APR 2014)**

#### **Q8 Foreign Object Debris / Foreign Object Damage (FOD)**

External Supplier shall maintain a documented program using guidance of SAE AS9146 - Foreign Object Damage (FOD) Prevention Program – Requirements For Aviation, Space and Defense Organizations, to control and eliminate Foreign Object Debris/Foreign Object Damage (FOD) throughout all operations, and shall not fail to flow down this requirement to all their Sub-tier Suppliers in the performance of White Engineering Surfaces Corporation Purchase Orders.

**Q9 Counterfeit Prevention, Detection and Avoidance**

External Supplier shall maintain a documented Counterfeit Parts and Material Prevention, Detection, Avoidance, Mitigation, Disposition, and Reporting Control Program using guidance of SAE AS5553 (Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition) for Electronic Parts Purchases, and SAE AS6174 (Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material) for Non-Electronic Parts Purchases. External Suppliers shall not fail to flow down these same requirements to all their Sub-tier Suppliers to prevent the shipment and reentry of Counterfeit Parts and materials in the performance of all White Engineering Surfaces Corporation Purchase Orders.