

External Provider Requirements		
The following sections state or reference-to the necessary requirements of our External Providers which shall be complied to & flowed down throughout their supply chain. <b>**Shipments that do not meet the following terms will not be accepted**</b>		
A) Purchase Order Requirements		
<i>External Providers shall...</i>		
1) Provide two copies of the invoice are required for items shipped to Morgan Aero.		
2) Enter orders in accordance with the agreed to prices, terms & delivery method.		
3) Provide two copies of certificates of conformance for each line item upon delivery.		
4) Make certain that the respective purchase order number(s) appear on all invoices, shipping documents and certificates as to ensure traceability.		
B) Morgan Aero's Quality Requirements		
<i>External Providers shall...</i>		
1) <b>Notification of Escapement:</b> When Seller has found nonconforming condition on parts that have already shipped to Morgan Aero, the external provider shall notify Morgan Aero. This applies to new or initial instances of an escape or potential escape, escapes or potential escapes that were previously identified and isolated by Boeing but Seller identifies additional unit or a nonconformance cannot be verified for the same nonconformance condition.		
2) <b>Notification of order or delivery issues:</b> Immediately give notification to Morgan Aero Products if shipment cannot be provided as specified.		
3) <b>Test &amp; Analysis Data:</b> Ensure each line item has mechanical test data and chemical analysis reports, as applicable & they will be available for inspection if requested.		
3) <b>Quality Management:</b> Utilize a documented quality management system.		
4) <b>Control of Counterfeit Parts:</b> Implement a documented method of identifying counterfeit parts.		
5) <b>Understanding by Personnel:</b> Ensure that persons doing work under their control are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.		
6) <b>Conflict Minerals:</b> Ensure the exclusive use of non-conflict minerals in its products sold to Morgan Aero.		
7) <b>Change Notification:</b> Immediately notify Morgan Aero if any changes to product, process to produce said product, sub-tier suppliers, manufacturing facility locations or company ownership occurs.		
C) Record Requirements		
<i>External Providers shall...</i>		
1) <b>Traceability:</b> Maintain quality records, that traceable to the conformance of product/part numbers delivered.		
2) <b>Availability:</b> Ensure such records are available to authorized individuals of Morgan Aero, Boeing & regulatory authorities within a timely basis.		
3) <b>Retention:</b> Retain such records for calendar year + 10 years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order		
4) <b>Notification of Disposal:</b> Notify Morgan Aero before records which have passed the required retainment time are to be disposed of. Morgan Aero & Boeing reserves the right to request delivery of such records. In the event Morgan Aero or Boeing chooses to exercise this right, the External Provider shall promptly deliver such records at no additional cost, on media agreed to by both parties.		
D) Boeing's Requirement Documents:		
As a mainstay of the Aerospace industry, Boeing has set forth requirement documents & notes that shall be met by their external providers (i.e., Morgan Aero) & <b>all included herein shall be flowed down through the sub-tier provider's supply chain.</b> (i.e., your organization & its supply chain) This is with the modification that all supply chain notification shall pass through the respective external provider or customer and not be made directly from the supply chain to Boeing. Suppliers to Morgan Aero shall conform to all applicable requirements of the following Boeing requirement documents which can be publicly accessed by accessing the given URL or searching within <a href="http://www.boeingssuppliers.com/quality.html">http://www.boeingssuppliers.com/quality.html</a>		
Document Number	Title & Notes	URL to Access
X31764	Quality Purchasing Data Requirements (BCA/BGS) <b>Note:</b> Sections, sub-sections, and individual items the Seller shall flow-down to its Supply Chain are identified by the term "Flow-down to Supply Chain". As a seller to Morgan Aero, these are applicable to your organization & shall also be flowed down your supply chain.	<a href="http://www.boeingssuppliers.com/X31764.pdf">http://www.boeingssuppliers.com/X31764.pdf</a>
D6-51991	Quality Assurance Standard for Digital Product Definition at Boeing Suppliers	<a href="http://www.boeingssuppliers.com/supplier/D6-51991_REV_N.pdf">http://www.boeingssuppliers.com/supplier/D6-51991_REV_N.pdf</a>
GP1	The Boeing Company General Provisions (Fixed Price Goods Contract - Commercial)	<a href="https://www.boeingssuppliers.com/supplier_portal/GP1_6-30-21.pdf">https://www.boeingssuppliers.com/supplier_portal/GP1_6-30-21.pdf</a>
GP2	The Boeing Company General Provisions (Fixed Price Services Contract - Commercial)	<a href="https://www.boeingssuppliers.com/supplier_portal/GP2_6-30-21.pdf">https://www.boeingssuppliers.com/supplier_portal/GP2_6-30-21.pdf</a>
SP4	The Boeing Company On-Sight, Environment, Health & Safety Supplemental Provisions	<a href="http://www.boeingssuppliers.com/idscommon/clauses/SPX/SP4_2021-03-01.pdf">http://www.boeingssuppliers.com/idscommon/clauses/SPX/SP4_2021-03-01.pdf</a>
D6-56202	Tooling Supplier Quality Operating Requirements	<a href="http://www.boeingssuppliers.com/supplier/D6-56202_09-22-2017.pdf">http://www.boeingssuppliers.com/supplier/D6-56202_09-22-2017.pdf</a>
D1-4426	Approved Process Sources	<a href="http://active.boeing.com/doingbiz/d14426/index.cfm">http://active.boeing.com/doingbiz/d14426/index.cfm</a>
FAA Form 8130-9	Statement of Conformity	<a href="https://www.faa.gov/documentLibrary/media/Form/FAA_Form_8130-9.pdf">https://www.faa.gov/documentLibrary/media/Form/FAA_Form_8130-9.pdf</a>
AS9162	Operator Self Verification Program	<a href="https://www.sae.org/standards/content/as9162/">https://www.sae.org/standards/content/as9162/</a>
AS9117	Delegated Product Release Verification	<a href="https://www.sae.org/standards/content/as9117/">https://www.sae.org/standards/content/as9117/</a>
E) Boeing's Requirement Notes:		
<b>A17</b> In performing the obligations of this agreement, both parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ('items') or services, including without limitation the Export Administration Regulations ('EAR'), International Traffic in Arms Regulations ('ITAR'), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, 'Export Control Laws'). A) The party conducting the export shall be responsible for obtaining the required authorizations. B) The party conducting the re-export shall be responsible for obtaining the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining any necessary licenses or authorizations required to perform its obligations under this agreement. C) The party providing any items under this agreement shall, upon request, notify the other party of the items' Export Control Classification Numbers ('ECCNs') as well as the ECCN of any components or parts thereof if they are different from the ECCN of the item at issue. D) Each party represents that (i) the items, and the parts and components thereof, it is providing under this agreement are not 'defense articles' as that term is defined in 22 C.F.R Sub-Section 120.6 of the ITAR, and (ii) the services it is providing under this agreement are not 'defense services' as that term is defined in 22 C.F.R. Sub-Section 120.9 of the ITAR. The parties acknowledge that this representation means that an official capable of binding the party providing such items knows or has otherwise determined that such items, and the parts and components thereof, are not on the ITAR's Munitions List at 22 C.F.R. Sub-Section 121.1. Each party agrees to reasonably cooperate with the other in providing, upon request of the other party, documentation or other information that supports or confirms this representation. E) To the extent that such items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, the party providing such items shall notify the other party of this fact and shall also provide the other party with written confirmation from the United States Department of State that such items, and all such parts or components thereof, are not subject to the jurisdiction of the ITAR. <b>*Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, supply chain shall mean Seller's direct network of Sellers providing material, equipment, information, and services integrated into products and services.</b>		
<b>A98</b> Seller commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/ Agreement may be considered a material breach of this Contract/Agreement. *Seller shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Seller for work under this Contract/Agreement		
<b>Q13</b> Seller must provide a statement on the packing sheet certifying its quality assurance department has inspected the parts and they adhere to all requirements, applicable drawings/specifications. OR When the seller is located outside of the United States and they submit an EASA/JAA/FAA FORM-1, the following conditions must exist on the form: 1. Block 11 status is identified as 'NEW' AND 2. Block 12 titled 'REMARKS' contains a statement certifying the seller's quality assurance department has inspected the parts. AND 3. Block 12 titled 'REMARKS' does not contain certification statements of PMA, Prototype, Not to be installed on certified aircraft, or any statement that does not support PC700 certification. AND 4. Block 13a 'Certifies that the items identified above were manufactured in conformity to: Approved design data and are in condition for safe operation.'		

\*Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

**Q31**

We hereby acknowledge that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings."

\*Boeing requires that the provisions/requirements set forth above, as determined by the Seller to be applicable, be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's complete network of material, equipment, information, and services integrated into products and services. It focuses on direct and all lower-tier suppliers.

**S68**

Representatives of Boeing and/or the Federal Aviation Administration (if Non Domestic, Boeing and/or the Federal Aviation Administration and/or equivalent Foreign Civil Aviation Authorities) may inspect and evaluate Seller's facilities' systems, data, equipment, personnel and all completed articles manufactured for installation on Boeing commercial production airplanes. Right of entry/access includes meeting the requirements of the FAA and/or applicable equivalent Foreign Aviation Authorities to perform oversight of the facility. \* Boeing requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

**S78**

Parts returned to the supplier under this order for rework/repair will be accompanied by proof of supplier's inspection acceptance when resubmitted to Morgan Aero Products. When No fault is found by the supplier for Non-Conforming product(s), the order will be accompanied by proof of supplier's test data and inspection acceptance. Resubmitted parts will also be accompanied by a copy of or reference to the applicable Morgan Aero Products &/or Boeing Non-Conformance document(s).

\*Boeing & Morgan Aero Products requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to their sub-tier supply chain. For purposes of this note, Supply Chain means Seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services.

**T88**

Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to hydrochlorofluorocarbons.

Seller shall label shipping or storage containers of ozone - depleting substance and products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable:

Warning Contains \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning Manufactured with \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* Seller shall insert the name of the relevant substance(s).

Boeing requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall mean Seller's direct and indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers.

**U40**

**Information:**

For Product(s) which have been delivered to or on behalf of Boeing and Seller knows or suspects that such Product(s) are or may be nonconforming, Seller shall notify Morgan Aero Products in writing as set forth herein. This applies to new or initial instances of an escape or potential escape, escapes or potential escapes that were previously identified and isolated by Boeing or Morgan Aero Products but Seller identifies additional units or a nonconformance cannot be verified for the same nonconformance condition.

**Seller shall provide:**

- a. Affected process(es) or Product(s) part number(s) and name(s);
- b. Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be);
- c. Quantities, shipping dates, purchase orders and destinations of delivered shipments;
- d. Suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers and airplane line units when applicable.

At a minimum, seller shall notify Morgan Aero Products within 3 days from the day of discovery of known or suspect discrepancy. Submit information to Morgan Aero Products in accordance with instructions listed in reference documents herein.

If the investigation to obtain all required information is not completed within 3 days from the day of discovery, submit supplier required information in section a and b and any known information elements listed in c and d to Morgan Aero Products.

All information listed in section a, b, c, and d shall be submitted to Morgan Aero Products within 10 business days from the day of discovery unless otherwise agreed upon by Morgan Aero Products or Boeing on a case by case basis.

If the nonconforming condition has been previously identified by Morgan Aero Products or Boeing using a nonconformance record and a corrective action notification included Immediate Correction or Immediate Action and Root Cause Corrective Action has been received, the Seller shall notify the Morgan Aero Products QA Manager or COO identified on the notification that additional parts are affected (same part number(s)/same condition).

**Out of Scope** A NOE can only be used when there is a nonconformance or suspected nonconformance. A NOE is not appropriate when the component does not meet airplane level requirements (non-compliant).

**Engineering Design Errors**

\*\* Do not send Engineering design errors to BCA Supplier Quality Special Investigation Group using the NOE process. \*\*

For Product(s) delivered which have been determined to contain engineering errors, Seller shall provide written notification to Morgan Aero Products within 3 days when it is determined that Product shipped, while meeting Seller Product definition, does not meet, or is suspected to not meet the airplane design requirements. The written notification shall include:

- a. Affected process or Product number and name;
- b. Description of the problem (i.e. what it is and what it should be);
- c. Quantity, dates, purchase orders and destination of shipment(s) delivered.
- d. Suspect/affected serial numbers or date codes when applicable.

**Written notification shall be sent to:**

- Morgan Aero QA Manager (quality@morganaero.com) & COO (dj@morganaero.com) or CEO (bannah@morganaero.com)

**F) Regulatory Requirements:**

FAR & DFAR Clauses	Title & Revision Level	
DFARS 252.246-7003	Notification of Potential Safety Issues (Jun 2013).	<p>&gt;Descriptions of FAR &amp; DFAR requirements may be found at:  <a href="https://www.boeingsuppliers.com/idscommon/clauses/HXXX/H211_8_13_2020.pdf">https://www.boeingsuppliers.com/idscommon/clauses/HXXX/H211_8_13_2020.pdf</a></p> <p>&gt;The Individual requirement/clauses included below, may be found at:  <a href="https://www.acquisition.gov/content/regulations">https://www.acquisition.gov/content/regulations</a></p>
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data (Sep 2016).	
DFARS 252.227-7015	Technical Data—Commercial Items (Feb 2014).	
DFARS 252.223-7008	Prohibition of Hexavalent Chromium (Jun 2013)	
DFARS 252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019).	
DFARS 252.244-7000	Subcontracts for Commercial Items (DoD Contracts) (Jun 2013)	
FAR 52.244-6	Subcontracts for Commercial Items (July 2021).	