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Purchasing Notes

On each ATC purchase order, there may be a note referencing the appropriate purchasing note. They apply to that purchase order. Reference the Purchasing Notes alphanumeric code for the text of the Purchasing Note below. For any questions, refer to your Buyer on your purchase order.

Q-Notes (Inspection)

Q01 Quality Management System – Text Revision Date 10-14-2019

Seller shall maintain certification, obtained from an accredited certification body, to AS/EN 9100, Quality Management Systems Aerospace Requirements, as may be revised from time to time. ATC Manufacturing (BUYER) reserves the right to make final determination regarding seller compliance to Quality Management Systems requirements.

Q02 Certificate of Conformance (C of C) – Text Revision Date 10-14-2019

Seller must provide a certificate of conformance with each shipment which states the product supplied meets all drawing, specification, and purchase order requirements. The certificate of conformance shall be signed by a representative of the supplier's quality assurance department.

Distributors shall provide the manufacturer's certificate of conformance as described above in addition to their own C of C.

Q03 Full Certifications – Text Revision Date 9-23-22

In addition to the manufacturer's C of C, the supplier shall provide raw material certifications, special processing certifications (NDI, heat treat, chemical treatment, etc.) and test reports for all tests required by drawing and/or specification. Full traceability to raw material with lot numbers to be provided at shipment.

Q04 First Article Inspection – Text Revision Date 10-14-2019


Seller shall perform First Article Inspections (FAI) in accordance with AS/EN 9102, Aerospace First Article Inspection Requirement.

Q05 Record Retention – Text Revision Date 10-14-2019

Product inspection records, test reports and other documentation indicating conformance to ATC Manufacturing's purchase order must be retained by the supplier for a minimum of 11 years.

Q06 Nonconforming Product Notification – Text Revision Date 10-14-2019

Nonconforming product will not be shipped to ATC Manufacturing without prior notification and approval. If a nonconformity is discovered subsequent to shipment the supplier is required to notify ATC Manufacturing within 48 hours with nonconformance details and proposed action to be taken.

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Q07 Right of Access – Text Revision Date 10-14-2019

ATC Manufacturing, their customer, or regulatory agencies reserve the Right of Access to review supplier's quality system and applicable records. Should this be required, reasonable notice will be given to the supplier prior to visitation.

Q08 Flow-Down Requirements – Text Revision Date 10-14-2019

Suppliers are required to flow down the requirements of this purchase order to sub-tier suppliers and special processors.

Q09 Changes - Product, Design, Production Process or Facility Location – Text Revision Date 10-14-2019

Suppliers are required to notify and obtain approval from ATC Manufacturing for changes in the product, design or production process, changes in sub-tier suppliers, changes of supplier's facility location.

Q10 Commercial Use Only – Text Revision Date 11-13-2019

Products or materials provided in accordance with ATC Manufacturing purchase order are for commercial use only.

Q11 Boeing Commercial Airplane Orders – Text Revision Date 11-11-2022

Seller shall comply with Boeing form X31764. To ensure seller is conforming to the latest Boeing form X31764, seller shall access this form via the website <http://www.boeingssuppliers.com> and then selecting Supplier Quality, then Other Supplier Requirements. Seller shall contact ATC with form X31764 related questions.

Q12 Shelf Life – Text Revision Date 10-14-2019


Material must be received at ATC with at least 66% useful shelf life remaining unless otherwise agreed to with ATC.

Q13 Shelf Life – Text Revision Date 10-14-2019

Material must be received at ATC with at least 75% useful shelf life remaining unless otherwise agreed to with ATC.

Q14 Qualified Personnel to Prevent Counterfeit Parts, Contribution to Product Conformity and Ethical Behavior – Text Revision Date 10-14-2019

Supplier shall have qualified personnel to perform set tasks and perform due diligence to prevent the use of counterfeit parts. The supplier shall ensure those persons are aware of their contribution to the product and service conformity, product safety and importance of ethical behavior.

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Q15 Supplier Performance Review – Text Revision Date 10-14-2019

Suppliers are reviewed for both conformity (of product, process and/or service) and on-time delivery. When applicable, suppliers not meeting external provider performance will be issued a corrective action and may be relegated to “Disapproved” status. If a supplier is issued a non-conformance report, the supplier’s response shall be submitted to ATC within the date specified.

Q16 Subcontracting – Text Revision Date 10-14-2019

ATC Manufacturing must approve all subcontracting.

Q17 Conflict Minerals – Text Revision Date 10-14-2019

ATC Manufacturing prohibits the use of Conflict Minerals sourced from the mines in the Democratic Republic of Congo (DRC) and requires that suppliers comply with the 2010 Dodd-Frank Wall Street Reform and Consumer Protection Act as it relates to the use of Conflict Minerals sourced from the DRC.

Q18 Test Specimens – Text Revision Date 10-14-2019

Test Specimens as specified in the applicable specification or purchase order shall be supplied with each shipment. Applicable inspection/test results are required and must be traceable to the sample tested.


Q19 Source Inspection – Text Revision Date 10-14-2019

Source inspection shall be conducted by ATC Manufacturing at the supplier’s facility or where designated in the purchase order prior to shipment. Inspection/test of the items shall be performed by the Seller and shall be witnessed by ATC Manufacturing Quality Assurance Representative. ATC Quality Representative shall elect to do 100% or sample of the units. If sample is elected, the sample will be selected by ATC Manufacturing Representative. Seller shall have available and present upon request, documented evidence of in-process and/or final inspection data. Required documentation for shipment must be completed and signed by its Quality Assurance Manager, or designee, and available for ATC Manufacturing Representative review.

Q20 Calibration of Measurement and Test Equipment – Text Revision Date 10-14-2019

Calibration and certification of measurement and test equipment must meet the following requirements:

1. All equipment used for calibration is required to be traceable to NIST; where no such standards exist, the basis used for calibration is to be documented.
2. Calibration is required to be performed to a documented method or procedure.
3. Appropriate environmental controls are maintained to the extent necessary to ensure valid measurements.
4. The certificate of calibration will include:
 - a. Name and signature of technician performing the calibration
 - b. The name and serial number of the equipment
 - c. The name of the manufacturer

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- d. The date of certification
- e. The calibration method or procedure number
- f. Equipment tolerances
- g. Traceable standards used
- h. The result of the calibration. This includes a statement of any repair or adjustments made. If no adjustments or repairs were necessary, then the actual instrument tolerance should be indicated.


Q21 Ultrasonic Test Instrument Calibration – Text Revision Date 10-14-2019

1. Ultrasonic test instruments shall be calibrated and certified to the instrument manufacturers requirements. The instrument manufacturer requirements shall include a minimum of three points to be checked across the entire usable range of the instrument. All equipment used for calibration is required to be traceable to NIST.
2. The certificate of calibration will include:
 - a. Name and signature of technician performing the calibration
 - b. The name and serial number of the equipment
 - c. The name of the manufacturer
 - d. The date of certification
 - e. The calibration method or procedure number
 - f. Equipment tolerances
 - g. Traceable standards used
 - h. The result of the calibration. This includes a statement of any repair or adjustments made. If no adjustments or repairs were necessary, then the actual instrument tolerance should be indicated.

Q22 Calibration of CMM Equipment and Associated Calibrated Items – Text Revision Date 10-14-2019

Calibration and certification of measurement and test equipment must meet the following requirements:

1. All equipment used for calibration is required to be traceable to NIST; where no such standards exist, the basis used for calibration is to be documented.
2. Calibration is required to be performed to a documented method or procedure.
3. Appropriate environmental controls are maintained to the extent necessary to ensure valid measurements.
4. The certificate of calibration will include:
 - a. Name and signature of technician performing the calibration
 - b. The name and serial number of the equipment
 - c. The name of the manufacturer
 - d. The date of certification
 - e. The calibration method or procedure number
 - f. Equipment tolerances
 - g. Traceable standards used
 - h. The result of the calibration reported as “As Found” and “As Left” conditions. This includes a statement of any repair or adjustments made. If no adjustments or repairs were necessary, then the actual instrument tolerance should be indicated.

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Q23 Condition of Product -Text Revision Date 10-14-2019

Product shipped to ATC must be in NEW condition. If FAA form 8130-3 is supplied, Box 12 must specify NEW.

A-Notes (Terms & Conditions Notes)


A01 Export Compliance Requirements– Text Revision Date 10-25-2022

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. ATC 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.

A02 Equal Opportunity Clauses – Text Revision Date 10-25-2022

Incorporation of **Executive Order 11246, Section 503** and **VEVRAA** Equal Opportunity Clauses by reference in Subcontract or Purchase Order:

- 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

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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, disability or veteran status.

A03 Code of Basic Working Conditions and Human Rights – Text Revision Date 11-02-2022

In addition to the provision set forth in the Code of Basic Working Conditions and Human Rights in the contract, Seller further 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 for which Boeing may elect to cancel any open Orders between Boeing and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Boeing for an Event of Default under 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-Notes (Shipment Notes)

B01 Storage Temperature Requirements – Text Revision Date 10-14-2019

Storage temperature requirements must be clearly labeled on outside of shipping container and noted on the shipping documents. The stricter of BMS storage temperature or manufacturer storage temperature requirement must be maintained at all times and during transit.

B02 Shipment Notification – Text Revision Date 10-14-2019

Provide shipping documents and associated certs via email to ATC Buyer at time of shipment.


C-Notes (Packaging/labeling)

C01 Storage Temperature Requirements – Text Revision Date 10-14-2019

Storage temperature requirements must be clearly labeled on outside of shipping container and noted on the shipping documents. The stricter of BMS storage temperature or manufacturer storage temperature requirement must be maintained at all times and during transit.

C02 Packaging Requirements – Text Revision Date 10-14-2019

Packaging shall be accomplished in such a manner to assure that material, equipment, or parts do not get damaged during transportation.

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C03 Packaging Requirements – Palletizing – Text Revision Date 10-14-2019

Shipments are required to be palletized in such a manner to assure that material, equipment, or parts are not damaged during transportation.

C03 Packaging Requirements – Ozone-depleting substance(s) – Text Revision Date 10-25-2022

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).

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.