



401 EAST ALONDRA BLVD.
 GARDENA, CA 90248
 Tel: (310) 217-1177
 Fax: (310) 217-1914
www.allwaysmetal.com

Complete sections 1 thru 10 and return along with Acknowledgement of Receipt within 10 days.

Section 1: QUESTIONNAIRE - SUPPLIER OR SUBCONTRACTOR ASSESSMENT

Company Name: _____ SUPPLIER SUBCONTRACTOR
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____ Email: _____
 Name & Title of Company Representative completing this assessment:
 Name: _____ Title: _____ Date: _____

Section 2: ORGANIZATION

2.0 Do you have a written quality manual? If so, please include one copy with this questionnaire. Yes No N/A
 2.1 Does your quality/inspection system comply with: NADCAP ISO9001 AS9100
 2.2 Has your quality system been approved by any military service or prime contractors? If so, please list: Yes No N/A
 2.3 Do you periodically audit or review the quality system to confirm that all procedures are being adhered to? Yes No N/A
 2.4 Number of employees: **Enter Total Qty For Each Title**
 Manufacturing: _____ Engineering: _____ Quality: _____ Other: _____ Total: _____

Section 3: PLANNING

3.0 Are customer purchase orders/contracts reviewed for customer and quality requirements? Yes No N/A

Section 4: RECORDS

4.0 Do you maintain a record of all tests and inspections? Yes No N/A
 4.1 Do the records show the quality of deficiencies or defects found? Yes No N/A
 4.2 How long are records retained? Yes No N/A
 4.3 Are records of test and inspection results available upon request? Yes No N/A

Section 5: CORRECTIVE ACTION

5.0 Is there a procedure for investigation of defect causes and analysis? Yes No N/A
 5.1 Is there a system for identifying, segregating and controlling non-conforming material? Yes No N/A

Section 6: CALIBRATION

6.0 Do you maintain a record of all tests and inspections? Yes No N/A
 6.1 Are the standards verified periodically? Yes No N/A
 6.2 Is there a written schedule for the maintenance and calibration of equipment based on type, purpose and degree of usage? Yes No N/A
 6.3 Is calibration performed to written procedures and/or is it sub-contracted to a qualified vendor? Please explain. Yes No N/A
 Reason: _____

Section 7: MATERIAL CONTROL

7.0 Is material waiting for inspection or testing properly identified? Yes No N/A
 7.1 Are parts handled/stored in such a manner to minimize damage? Yes No N/A
 7.2 Are material or product inspected for conformance, prior to shipment? Yes No N/A

Section 8: MANUFACTURING

8.0 Do you maintain an operation sequence traveler to indicate points of inspection? Yes No N/A
 8.1 Is material waiting for inspection or testing properly identified? Yes No N/A
 8.2 Do you confirm that all product or services supplied to us must be within drawing or specification limits and notification to the contrary is required in writing prior to or at time of receipt? Yes No N/A

Section 9: EXPORT COMPLIANCE (ITAR)

9.0 Are you registered with the DDTC? If yes, DDTC Number _____ Expiration Date _____ Yes No N/A
 9.1 Does your company employ non-US persons or allow non-US persons on their company facilities or would non-US persons be involved in any way with All-Ways Metal, Inc. transactions? Yes No N/A
 (A non-U.S. person is someone who is NOT a U.S. citizen or U.S. permanent resident [sometimes referred to as a "green card" holder.]

Section 10: CYBERSECURITY COMPLIANCE

10.0 Do you have Cybersecurity Maturity Model Certification (CMMC)? If yes, level _____ Yes No N/A
 10.1 Does your company have policies and procedures to prevent virus, malware, and/or ransomware attacks? Yes No N/A
 10.2 Is sensitive and confidential data safely stored to prevent unintended access? Yes No N/A

BELOW IS FOR INTERNAL USE ONLY

The inquiry and attachments satisfy criteria approval:
 Approved **Conditional** ***Disapproved** *You will be notified of the criteria for qualification

On site physical survey findings: _____

 Name & Title (Print) Signature Date



All-Ways Metal, Inc.
401 East Alondra Blvd.
Gardena, CA 90248
Tel: (310) 217-1177 x 110
Fax: (310) 217-1914

Acknowledgement of Receipt

Company Name _____

Address _____

City _____ State _____

I hereby acknowledge the receipt of the following documents from All-Ways Metal, Inc.

**PURCHASE ORDER (PO) TERMS AND CONDITIONS
QUALITY REQUIREMENT (QR) CLAUSES
ITAR POLICY STATEMENT**

Name of Recipient

Signature of Recipient

Date



PURCHASE ORDER TERMS AND CONDITIONS

The following PURCHASE ORDER TERMS AND CONDITIONS (TC) apply to all ALL-WAYS METAL, INC. (AWM) Purchase Orders (PO) and contracts, unless otherwise noted.

PO TC01	<u>RIGHT TO ACCESS</u> AWM, its customers and regulatory authorities, reserves the right to inspect all supplier's facilities, records, and materials involved in the PO.
PO TC02	<u>ACCEPTANCE</u> All AWM POs are subject to prompt acceptance by supplier. Acceptance of a PO by any means of written acknowledgement or any shipment of goods ordered or performance of services called for hereunder shall constitute acceptance by supplier of the terms and conditions contained in this document. Any terms and conditions proposed by supplier inconsistent with or in addition to the terms and conditions contained herein shall be void and of no effect unless specifically agreed to by AWM in writing. These terms and conditions, together with such written modifications, constitute the entire agreement between the parties and shall be construed and governed by the State of California.
PO TC03	<u>AMENDMENTS</u> Any amendments to this order or AWM terms and conditions shall be set forth in writing, via a PO change notice, and /or revisions to the PO terms and conditions. AWM will consider supplier's request for modification of, or exception to, only if such request is made in writing, prior to the acceptance of the order (ref. acceptance clauses)
PO TC04	<u>PRICE</u> The price as stated on this order covers all goods and services to be provided by the supplier as specified in the order. These prices also cover all charges for packaging, containers, and transportation, unless specifically depicted otherwise on the face of the order.
PO TC05	<u>SHIPMENT, PACKAGING AND PROTECTION</u> Shipment of goods and services under this order shall be free on board as set forth on the face of the order. Supplier shall follow buyer's instructions regarding method of shipment, except where buyer has so stated on the face of the order. Packaging and protection of the product shipped shall be in accordance with the AWM PO or best commercial practice to protect product from damage and /or deterioration. Damages to any product resulting from improper packing will be charged to the supplier.
PO TC06	<u>SCHEDULE</u> A scheduled date for delivery will be the responsibility of the supplier. The supplier shall not be held liable for damages in respect to delivery delay due to causes beyond supplier's reasonable control. However, if the supplier does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule, or terminate the order without liability for such termination. Supplier will receive notice of such termination or modification ten (10) days prior to execution of such action.
PO TC07	<u>HAZARDOUS MATERIAL</u> Supplier agrees to furnish the applicable material safety data sheet(s) (MSDS) with each shipment, for product designated by industry, state, or federal agencies as hazardous material.
PO TC08	<u>CANCELLATION</u> Buyer reserves the right to cancel the order at any time. Notice of cancellation may be given in person or by telephone or other writing.
PO TC09	<u>AWM SUPPLIED MATERIAL</u> The supplier may not substitute, alter or replace any material provided by AWM without the express written consent of AWM. Where AWM has supplied excess material (scrap allowance) the supplier must account for all material and return unused material to AWM promptly. <u>BUYER'S PROPERTY</u> The supplier is responsible to ensure adequate care is utilized within their facility, to maintain the material in good working condition. Any damages to this product, while in the care of the supplier shall be reported to AWM in writing. AWM shall disposition damaged product prior to further processing by the supplier. Rework of AWM furnished product shall be authorized in writing. All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by AWM shall be and remain the property of AWM; and if supplier fails to return such property upon AWM's demand, buyer shall have the right, upon reasonable notice, to enter supplier's premises and remove any such property at any time without being liable for trespasses or damages of any sort. All such items shall be used only in the performance of work under this PO unless AWM consents otherwise in writing.
PO TC10	<u>NONCONFORMANCE</u> Upon acceptance of an AWM PO, the supplier agrees that AWM is entitled to reimbursement of AWM labor and material costs associated with supplier responsible nonconformance and damages. Any or all non-conforming parts must be clearly identified, documented and segregated. They will be held at supplier's risk and at buyer's option may be returned to supplier at supplier's expense.
PO TC11	<u>RECORD RETENTION</u> The supplier must retain copies of certifications, test data, chemical and /or physical test reports, lot control data, inspection records and other pertinent data requirements. These results and records are to be maintained by the supplier and made available to AWM's customer representative upon request, for a minimum period of seven (7) years after shipment to AWM, or as specified on the face of the PO, whenever unique record retention requirements are imposed.
PO TC12	<u>DISCLOSURE OF INFORMATION</u> Supplier shall not, in any manner, advertise or publish the fact that it has furnished, or contracted to furnish, AWM or its customer the goods and services specified in this order without prior written consent of AWM. Supplier shall not disclose any details in connection with this PO to any party except as may be otherwise authorized by AWM in writing.
PO TC13	<u>PROHIBITED MATERIALS</u> The items under this PO shall contain no mercury or mercury compounds and shall be free of mercury contamination (i.e. during the manufacturing process, test and /or inspections). <u>CONFLICT MINERALS</u> Supplier agrees to timely respond, to the best of its knowledge and belief following a reasonable county of origin due diligence inquiry to any request by, or on behalf of, AWM, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by supplier or supplied by supplier to AWM.
PO TC14	<u>TEST EQUIPMENT AND TOOLS</u> All tools, test equipment and media used to validate conformance to drawings and specification must be under a positive calibration control system in full compliance with ANSI/NCISLZ540-3-2006 or equivalent. Objective evidence of your calibration system must be maintained and available for AWM or AWM's customers review.
PO TC15	<u>WARRANTIES</u> Supplier warrants that the supplies covered by the PO will be merchantable, free from defects in material and workmanship, suitable and useable without restriction for the use intended and will conform to applicable specifications, drawings, samples and description, and if of design other than AWM's will be free from design defects.
PO TC16	<u>INDEMNIFICATION</u> Supplier shall indemnify and defend buyer, its successors and assigns, from and against any losses, damages, and expenses (including attorney fees) which buyer may sustain or incur as a result of any claim of infringement, negligence, breach of warrant, strict liability in tort or otherwise in connection with the use of the goods furnished and services performed hereunder, except such which is wholly caused by buyer's conduct. Supplier shall carry and maintain insurance coverage satisfactory to buyer to cover the above and upon buyers request, shall furnish buyer evidence of such insurance in a form satisfactory to buyer.
PO TC17	<u>INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)</u> Supplier acknowledges that AWM may provide technical data subject to Export Control laws and any such Technical Data (including drawings, specifications, models, software, and other documentation) will be indicated as "ITAR-controlled." This technical data (as well as components) may not be disclosed to any foreign persons or foreign commercial entities, including employees, consultants, subcontractors, vendors or suppliers. The technical data will only be utilized for the manufacture of articles required by the purchase order. The supplier will convey the same requirements to their sub-tier suppliers.
PO TC18	<u>COMBATING TRAFFICKING IN PERSONS</u> Supplier shall not engage and should prohibit any activities identified in FAR 52.222-50 (b). The supplier will convey the same requirements to their sub-tier suppliers.

Issue Date: 09/21/2020
Form 7.4_8, Revision 2



QUALITY REQUIREMENT CLAUSES

The following QUALITY REQUIREMENTS (QR) apply to all ALL-WAYS METAL, INC. (AWM) Purchase Orders (PO) and contracts, unless otherwise noted.
Specific ALL-WAYS METAL, INC. (AWM) QUALITY REQUIREMENTS (QR) clauses apply when noted on the PO.

QR01	QUALITY CONTROL SYSTEM The items furnished under this PO shall be in accordance with a documented quality system, subject to audit by AWM. The supplier shall meet the requirements of ISO9001 (Compliant/Registered) or AS9100 (Compliant/Registered)
QR02	INSPECTION Supplier shall maintain an inspection system satisfactory to AWM covering all manufacturing equipment, materials, methods and supplies, all of which shall be subject to inspection and testing by AWM at all times and places during or after manufacture.
QR03	CONTROL OF CHANGES Supplier agrees not to make any change in materials or design details, which would affect the part of any component part thereof without prior written buyer approval. The supplier will identify, on the certificate of conformance and /or packing sheet, the as-built engineering revision level of the end item product being delivered. Items that are affected shall be identified, segregated, and packed separately at established points.
QR04	SUPPLIER CORRECTIVE ACTION Supplier, on request, on forms designated by buyer, will provide statements of corrective action on failures of supplier's product, hardware, or quality system. Corrective action statements, at buyer's option, may require approval signature by buyer, AWM, quality assurance and/or government quality representative.
QR05	AWM SURVEILLANCE Work under this contract is subject to buyer surveillance at supplier's plant. Buyer's quality assurance representative may elect to conduct inspection either on a random basis or 100% inspection. Supplier will be notified if buyer inspection is to be conducted on specific shipments. No shipments are to be held for buyer inspection unless notification is received prior to, or at time of, material being ready for shipment.
QR06	GOVERNMENT SURVEILLANCE During performance on this contract, the supplier's quality program or inspection system and manufacturing processes are subject to review, verification, and analysis by authorized government representatives. Government inspection or release of product prior to shipment is required only if supplier is notified. A copy of AWM PO will be furnished to the Government representative, upon request.
QR07	SHELF LIFE & TEMPERATURE SENSITIVE MATERIALS The supplier will identify all materials and articles, which have definite characteristics of quality degradation with age or environment. The supplier will affix this information directly on the material container or article. This identification will indicate the date life was indicated and the date or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification will include the storage conditions (i.e. temperature, humidity, etc.) required to achieve the stated life. A minimum of 75% of the applicable material/article shelf life will remain upon receipt of the material by AWM or the material is subject to rejection and return to the supplier.
QR08	PACKAGING Unless otherwise specified by the item drawing, specification, or PO, the supplier is responsible for assuring that all items are delivered without damage or deterioration and are efficiently and economically packed for the method of transportation and type of handling involved. Unit and intermediate packaging will be employed as necessary to prevent damage or deterioration.
QR09	STATIC SENSITIVE MATERIAL The following requirements apply to material, devices or assemblies capable of being degraded, damaged or destroyed by static electrical charges or discharges. All items will be preserved, packaged, and packed in such a manner as to preclude their exposure to the generation or discharge of static energy. Packaging (including unit, intermediate and shipping containers) will be clearly marked or labeled to indicate that the contents are subject to damage or degradation by static electricity.
QR10	MATERIAL SAFETY DATA SHEETS (MSDS) Material(s) noted on this PO must be supplied in accordance with OSHA's hazard communication standard 29CFR1910-1200, OSHA instruction CPL2-2.38 dated August 5, 1985. Materials not received in compliance with aforementioned OSHA requirements will be subject to immediate rejection and return at supplier's expense. In addition, if supplier is aware of any additional precautions and/ or handling techniques instituted with regard to other customers, the supplier is required to submit those safeguards with the MSDS. Supplier is required to forward a Toxic Substances Control Act (TSCA) certification letter to the AWM buyer for the product(s) purchased on the PO, with the statement that every chemical component of the product(s) is listed by Toxic Substances Control Act Inventory (P.L.94-94-969).
QR11	IDENTIFICATION When requested, parts, assemblies, and components will be identified per the engineering drawing and marked with the date of manufacture. When identification is not specified on the engineering drawing, the product will be identified with the part number specified on the PO. When items are too small to be easily identified, parts may be bagged or tagged, with the proper identification indicated on the bag or tag. Raw material procured to federal, military, aerospace or other specifications will be marked per the identification specifications, which is referenced, in the controlling specification.
QR12	CALIBRATION Supplier shall have and maintain a calibration system that assures compliance with ANSI/NCSS Z540-1, ISO 10012, or equivalent.
QR13	INSPECTION DATA The supplier will furnish a legible and reproducible copy of inspection data sheets that record objective evidence of acceptance for each serialized assembly or sub-assembly covered by this PO. This requirement applies to AWM suppliers and their sub-tier suppliers to the extent necessary to determine acceptability of items under this PO.
QR14	CERTIFICATE OF CONFORMANCE (C of C) Each shipment will be accompanied by a legible and reproducible copy of a certificate of conformance with the signature of a responsible representative stating the material, process, or article being shipped meets requirements of applicable drawings and/or specification cited in the PO. Supplier will include date of manufacture, and AWM's job or PO number on the certificate of conformance.
QR15	MATERIAL TEST REPORT A legible and reproducible copy of material test reports will accompany each shipment. Test reports will be identified with specification number and heat and or cure lot number. Chemical and physical test reports will include actual numerical values for each property tested in accordance with the applicable specification. When more than one specimen is required, test results of each is required on the report. Specification and revision will be shown on each test report furnished.
QR16	CONTROL OF SPECIAL PROCESSES Buyer shall approve special processes performed by supplier, or any of its sub-tier suppliers, including the system/procedures used to control special processes. Processes requiring buyer approval include: welding, destructive physical analysis, brazing, dye penetrate inspection, painting, radiographic inspection, plating, heat treating of metals, casting, chemical surface treatments, forging, contamination control, bonding, magnetic particle inspections, conformal coat, composites, soldering, pressure test, and ultrasonic inspection. Once approved, a legible and reproducible copy of special process certifications will accompany each shipment of material, parts, or assemblies.
QR17	FIRST ARTICLE INSPECTION The supplier will perform and submit with shipment a First Article Inspection (FAI) on the initial part or lot (as applicable) at the detail, subassembly and /or assembly level. The result of the FAI will be documented on data sheets in accordance with the requirements of AS9102 and will indicate 100% conformance to engineering drawing characteristics, special process, functional test, and laboratory requirement. Subsequent FAI's will be performed if tooling rework or modification and /or change(s) in supplier's manufacturing method occur. Supplier is prohibited from proceeding with additional parts until acceptance has been confirmed and communicated by AWM's quality department.
QR18	REPORT OF DISCREPANCY Any departure from drawing specifications or other PO requirements will be documented by the supplier and submitted to AWM for consideration and disposition. A copy of this disposition document shall accompany each affected shipment.
QR19	RESUBMISSION OF REJECTED MATERIAL All items rejected by AWM and subsequently resubmitted by the supplier/subcontractor after rework shall bear specific indication of such resubmission of those items on the shipping document(s). Reference shall be made to the AWM nonconformance report (NCR) number. Subsequent Supplier Corrective Action Requests may be issued by AWM which must be answered within the same time limit specified on the Corrective Action Request Form.
QR20	TRACEABILITY LOT AND BATCH CONTROL Supplier will maintain lot and batch control of raw materials and detail parts to purchased items through the use of lot, batch, and serial numbers for all items in the shipment and shall be referenced on the supplier's certificate of conformance. Supplier may not alter, substitute or replace material supplied by AWM without express written consent of AWM's quality department.
QR21	DFARS The supplier shall comply with DFARS Clauses 252.225-7008 in regards to Specialty Metals. Materials identified on this PO shall be melted in the United States or a qualifying country.
QR22	SUSPECT/COUNTERFEIT PARTS Supplier represents and warrants that it has policies and procedures in place to ensure that none of the supplies or materials furnished under this PO are "suspect/counterfeit parts" and certifies, to the best of its knowledge and belief, that no such parts have been or are being furnished to AWM by supplier. "Suspect/counterfeit parts" are parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case. They also include refurbished parts, complete with false labeling, that are represented as new parts or any parts that are designated as suspect by the U.S. Government. If AWM reasonably determines that supplier has supplied suspect/counterfeit parts, AWM shall promptly notify supplier and supplier shall immediately replace the suspect/counterfeit parts with parts acceptable to AWM.
QR23	FOREIGN OBJECT DEBRIS (FOD) Supplies ordered under this PO are to be protected by supplier from contamination or damage from foreign objects during processing, testing, inspection, handling, and packaging prior to delivery to AWM.
QR24	SUB-TIER SUPPLIERS Supplier must flow down all AWM QR Clauses to their Sub-Tier Suppliers, including applicable requirements, key characteristics, and special processes listed in the PO, when applicable.
QR25	SUPPLIER PERFORMANCE AWM will monitor supplier performance for key performance indicators, such as on-time delivery and product quality.
QR26	SUPPLIER CONTRIBUTION Supplier must ensure employees are aware of their contribution to product conformity and product safety, and the importance of ethical behavior.



ALL-WAYS METAL INC.

Sheet Metal Fabrication and CNC Machining

DATE: September 21, 2020

TO: All Employees & Suppliers
FROM: Rachelle Pickens, President
SUBJECT: All-Ways Metal, Inc. Export Policy Statement

All-Ways Metal, Inc. is committed to compliance with all export controls in the Export Administration Act and the Export Administration Regulations. This commitment extends to promoting strict compliance on an ongoing basis with terms and conditions.

It is All-Ways Metal, Inc.'s policy that all employees, comply with the United States export policies and regulations. Under no circumstances will exports be made contrary to U.S. export regulations by any individual operating on behalf of All-Ways Metal, Inc. Employees outside the United States may not re-export any commodity, technology, or software unless appropriate authorization has been obtained, and this includes foreign-produced items that are the direct product of U.S. technology and software and are subject to export controls under the Export Administration Act.

No activities will be undertaken that are in violation of the United States policies which seek to control nuclear proliferation, missile technology, and chemical and biological weapons.

Failure to comply with these regulations may result in the imposition of criminal and/or civil fines and penalties, including jail time and monetary penalties, and employees will be subject to disciplinary action and/or termination.

I ask each of you to take this matter very seriously and to support me in this effort. It is the responsibility of every employee and supplier to ensure that AWM's activities are in compliance with the laws of the United States. This requires that each employee and supplier fully understand and follow these laws. Compliance requires each employee and supplier to continually scrutinize his or her activities to ensure that all activities are conducted pursuant to the appropriate regulatory requirements.

Thank you for your cooperation,

Rachelle Pickens
President
All-Ways Metal, Inc.