



**NEW SOURCE**  
CORPORATION

**AS9100C**  
**AS9120:2009 Rev A**  
**ISO 9001:2008**

7500 TPC Blvd, Ste 1, Orlando, FL 32822

# Vendor Terms and Conditions

FORM 30.0  
REV E 12/15/17

This document applies to the purchase of products and/or services per New Source Corporation purchase orders. Please note that some requirements are specified on the purchase order while other information is contained within this document.

## 1.0 GENERAL REQUIREMENTS

Suppliers must have an approved quality management system consistent with the product or process or service being purchased and be current and in good standing with the applicable regulatory body.

## 2.0 APPROVALS

Suppliers shall be approved and comply with prime contractor specifications, when noted on purchase orders. Disbarred or disapproved suppliers to any OEMs must notify New Source Corporation prior to supplying any product/service. Only domestic material will be accepted, domestic material means melted and manufactured in the United States of America or its territories. Material surface shall be uniform in appearance and any material that exhibits discontinuity of appearance shall be deemed non-conforming and will be subject to rejection by buyer upon receiving inspection.

## 3.0 QUALIFICATION OF PERSONNEL

The Supplier shall ensure that all personnel performing work affecting, product quality shall be competent on the basis of appropriate education, training, skills and experience. Records shall be maintained to provide evidence of employee qualifications.

## 4.0 QUALITY MANAGEMENT SYSTEM

Suppliers shall have a quality management system, including an inspection system, compliant with their industry standard specification. All records shall be retained for ten years. The requirements herein shall be incorporated into the procedures of the supplier to the extent required for the product and services rendered. Companies that have changed names, merged with or been sold to another company or individual are still responsible for maintaining the quality records for the past ten years from the current date. A name change, merger or sale does not release the company acquiring the assets from the responsibilities of the previously owned company; this includes any notification of non-conformances or non-conforming product.

## 5.0 TECHNICAL DATA | SPECIFICATIONS / DRAWINGS

When specifications, drawings, process requirements, inspection instructions and other relevant technical data are required, the identification and revision status of specifications, drawings, process requirements, standard industry requirements, inspection/verification instructions as well as other relevant and technical data shall be supplied. The supplier shall be responsible for complying with New Source Corporation requirements, customer and / or prime contractor specifications and drawings, as well as all applicable regulatory requirements. Product or process supplied shall be to the latest revisions unless specifically authorized by New Source Corporation purchase orders or other written communication. Suppliers shall comply with all specifications stated on each purchase order and shall maintain a specification register of all specifications.

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## 6.0 TEST, INSPECTION AND IDENTIFICATION

When requirements for design, test, examination, inspection and related instructions for acceptance are required, New Source Corporation will specify such information on the Purchase Order.

The supplier shall ensure that Serial numbers, heat numbers, and other part identifications are maintained through all production process steps. Suppliers shall maintain their records for ten years.

## 7.0 TEST SPECIMENS & CERTIFICATES OF CONFORMANCE

When requirements for test specimens for design approval, inspection investigation or auditing are required, New Source Corporation will specify such information on the Purchase Order. Suppliers shall provide written Certificates of Conformance/Conformity for all products / services provided to New Source Corporation. In the case of raw material mills, Suppliers shall properly identify material to clearly indicate the alloy and applicable specifications. All products or processes supplied on this purchase must have the true and actual date of manufacture or process performed and a true and accurate copy of the manufacturer's certifications, test results, statistical techniques and related instructions must be supplied together with the material or process purchased.

An accurate copy of all certifications in the chain of material handling will include unaltered paperwork from each company involved. No sanitizing or removal of previous suppliers is allowed, paperwork should flow down as-is. The 'sold to' party must be clear from vendor to vendor in accordance with AS9120:2009 Rev A and ISO 9001:2008, clause 7.5.3 *Identification and Traceability*

## 8.0 NOTIFICATION OF NON-CONFORMANCES

Suppliers shall immediately notify New Source Corporation in the event a nonconformance (i.e. discrepancy) is discovered. Suppliers shall obtain approval for non-conformance product disposition. Suppliers shall perform this notification if the non-conformance is discovered during processing or after the product / service has been delivered to New Source Corporation. Suppliers shall clearly identify nonconforming material and shall segregate the nonconforming material from acceptable product. In the event of nonconforming material supplier will institute corrective and preventative action and document.

New Source Corporation reserves the right to charge, to the Supplier, the cost of material and labor required to replace or mark/identify non-conforming /discrepant material. New Source Corporation reserves the right to charge, to the Supplier, the cost of material due to weight discrepancies that result from the difference in weight measurements of the supplier and that of New Source Corporation. Supplier is responsible for notifying New Source Corporation in writing of any changes in product, process and/or process definition or other pertinent changes.

No TDA or SAPA material to be shipped to us without written permission, any TDA/SAPA material shipped without written permission will be subject to rejection and return at vendor's expense

## 9.0 RIGHT OF ACCESS

The Supplier shall allow right of entry, including access to applicable records, for inspection, audit or other quality evaluation purposes, to New Source Corporation, customers of New Source Corporation, prime contractors and / or airlines as well as all regulatory institutions, such as, but not limited to the FAA, the US Military or Government agencies. This is for any level of the supply chain.

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## 10.0 FLOW DOWN OF REQUIREMENTS TO SUB-TIER SUPPLIERS

Flow down requirements are not limited in any way. In the event of a customer requirement overlaps an existing specification or procedure, the customer's provision on requirement shall take precedence. Customer must be notified should this occur. Flow down clause also includes customers' right to entry of any facility used in preparation of process of this purchase order.

## 11.0 FOREIGN OBJECTS

By acceptance of this order, vendor certifies that no Foreign Objects will be included in the packaging. Foreign objects can be a substance, debris or article alien to the vehicle or system which would potentially cause damage or risk. Suppliers shall package all material using environmentally friendly materials. No Foreign Objects of any type shall be placed inside the shipping container.

## 12.0 PREFERENCE FOR DOMESTIC MATERIAL

New Source Corporation has set a goal of 100% domestic material. This includes melted as well as manufactured in the United States. In the event that domestic material is not available, it will be up to the Quality Manager to determine if foreign material can be accepted. This includes DFAR Compliant Material. If only foreign material is available the supplier or vendor must have written approval from New Source Corporation prior to the material shipping for acceptance.

## 13.0 TRACEABILITY

All materials must be traceable back to their original manufacturer. The materials must be identified by the true manufacturer name and lot or batch number. A record shall be provided showing the name and location of the true manufacturer as well as the date of manufacture and or process. All material supplied must be prime; any re-melted or reworked materials must be traceable back to their original manufacturer and be compliant with all specifications, data, and terms and conditions.

The product will be identified, verified, protected/packaged and safeguarded in conformance with applicable statutory and regulatory requirements as well as in accordance with product specifications. Preservation shall also apply to the constituent parts of a product. Preservation shall include where applicable, provisions for cleaning, prevention, detection and removal of foreign objects. This may include as applicable, any special handling for sensitive products, marking and labeling including safety warnings, shelf life control and stock rotation and special handling for hazardous materials. Material Safety Data Sheets shall accompany shipments as needed.

## 14.0 COUNTERFEIT PARTS/MATERIAL PREVENTION

Seller shall establish and maintain a Counterfeit Parts / Material Prevention and Control Plan using AS6174 (Ref. elements of Section 3) to ensure that Counterfeit Work is not delivered to New Source Corporation. The purpose of Seller's Plan shall be to develop a robust process to prevent the delivery of counterfeit commodities and control commodities identified as counterfeit

For purposes of this clause, Work consists of those commodities delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, standard hardware, goods, raw materials and assemblies).

"Counterfeit Work" means Work that is, or contains, items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

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Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Equipment Manufacturer (OEM), OEM authorized distributor chain, or Authorized Reseller. These products shall have verification that Work is traceable to the OEM authorized distributor chain or Authorized Reseller that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller. Work can only be acquired from independent distributors or brokers in cases of diminishing material supply (DMS) or obsolescence and shall be subjected to a screening process appropriate to the commodity in accordance with the Counterfeit Parts / Material Prevention and Control Plan.

Seller shall notify New Source Corporation with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. Seller shall provide to New Source Corporation, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller.

Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to New Source Corporation.

Sellers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry of encountered counterfeit parts.

## 15.0 ADHERING TO DoD CYBER INCIDENT SECURITY REQUIREMENTS

Effective data security is essential to protecting our nation's information technology. This is a reminder to New Source Corporation suppliers that fulfillment of the following DFARS clauses, which address the safeguarding of information for secure dissemination between the DoD, prime contractors and their suppliers, is required as of **December 31, 2017**. Any cyber incident must be disclosed as outlined in the DFARS clauses that follow.

- DFARS 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information
- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
- DFARS 252.239-7010, Cloud Computing Services

New Source Corporation has contracts that contain these clauses. As a subcontractor to New Source Corporation, your organization should now have in place the higher level of network security as applicable. At a minimum, organizations that have Covered Defense Information (CDI) must comply with all NIST SP 800-171 security controls, as addressed in the clauses above.

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