

## **Luma Technologies**

### **PURCHASE CLAUSE SCHEDULE**

### **PUR FORM 3 REV D**

**PROPRIETARY NOTICE:** The information contained herein is proprietary to Luma Technologies. It is intended for the specific use of Luma Technologies and certifying agencies in the process of qualification. This information may not be disclosed to anyone not having a direct "need to know" requirement. Disclosure to any third party is strictly forbidden.

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**Revisions**

<b>Revision</b>	<b>Date</b>	<b>Description</b>	<b>Initials</b>
A	04/21/09	Original Release	BB
B	02/27/14	Updated format per DCR 76 – fixed minor typos & terminology, no content changes to document	TZ
C	06/13/14	Updated format per DCR 76 – fixed minor typos & terminology, no content changes to document	WCE
D	03/25/19	Removed the sign off block for acknowledgement of the clauses and added to the PO notes in SW21 that acceptance of the PO indicated that the supplier has acknowledged and agreed to the PUR form 3 clauses on the website.	CM

## PURCHASE CLAUSE SCHEDULE

**A. Quality:** Supplier shall provide and maintain a Quality and Inspection System which will assure that all delivered product / articles conform to purchase order requirements, whether manufactured or processed by the supplier or its sub-tier supplier. Suppliers shall maintain controls and perform inspections & testing required to substantiate product conformance to drawings, specifications and other purchase order requirements. Supplier shall notify Luma Technologies of changes to product and/or process changes, changes of their suppliers or changes to manufacturing locations. It is important for Luma suppliers to know that they contribute to the overall Luma product compliance, conformity, safety, and that the supplier's ethical behavior is important to both our mutual success and to remaining in Luma's approved supply chain.

**B. AAA Suppliers:** **Triple A Suppliers** are designated as such if they manufacture parts, sub-assemblies, components & services required to meet Luma Technologies furnished controlled drawings. If AAA suppliers do not have an approved by 3<sup>rd</sup> party quality system a current Luma Purchasing Form 2 (quality survey) must be completed and on file with Luma Quality to remain a Luma AAA supplier and supply parts to Luma.

**C. General conditions applicable to all orders:** All clauses called out on purchase orders shall be flowed down to sub-tier suppliers. Unless otherwise stated in the purchase order, all drawings, specifications & other associated technical documents & data are of the current revision as of the purchase order date. Supplier (& sub tier suppliers) are not authorized to deviate from the specifications or change/substitute any materials without prior written approval from Luma Technologies.

**D. Subcontracting to sub-tier suppliers:** Direct suppliers to Luma Technologies may only sub contract work to another supplier after obtaining permission to do so from the Buyer at Luma Technologies. This will normally be granted provided the same requirements imposed on the original supplier by Luma are flowed down to their sub-tier supplier including control and monitoring. Responsibility for quality of product remain with the original supplier as indicated on Luma Technologies' Purchase Order.

**E. Furnished Materials:** All materials furnished by Luma Technologies, including Drawings, tools, materials & CAD/CNC programs etc., are to be returned with product upon completion of the order, or as otherwise directed.

**F. Buyer's Proprietary Rights:** Seller shall not use any of the buyer's proprietary trade secrets or confidential information, whether or not designated as such except as required to fulfill this order. All inventions or ideas whether patentable or not made by or for the seller incident to this order shall become exclusive property of the buyer.

**G. Right of Entry:** Supplier shall allow Luma Technologies designated employees, Luma Technologies' Customers and Regulatory agencies right of entry into the suppliers and subcontractors facilities to determine and verify product, processes, records, personnel training, raw material, procedures and systems.

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**H. Identification:** Raw materials, components, and finished goods are to be identified by tagging to identify: Part number, Revision level, Date of mfg. PO or receipt number and QA acceptance stamp of approval.

**I. Inspection & test equipment:** Supplier shall maintain inspection and test equipment to ensure calibration traceable to a known National or International Standard. Calibration records shall be maintained and retained per clause (L) below

**J. Chemical, Mechanical, Special Processing and/or Non-Destructive Testing:** One (1) copy of a Certificate of Conformance must include applicable specification with Revision, Signature and title of authorized company official. (NDI/NDT requires level 3 certification of operator).

**K. First Article Inspection Reports:** First Article Inspection Reports shall be in AS9102 format.

**L. Non-Conforming Material:** Supplier shall notify Luma Technologies of any non-conforming products and make any arrangements for approval to correct the condition. Suppliers do not have MRB authority. Supplier shall notify Luma Technologies if a product / article released to Luma and is subsequently found **NOT** to conform to the applicable design data.

**M. Counterfeit Parts:** The supplier shall work to assure that counterfeit parts do not enter its supply chain. The supplier shall notify Luma Technologies immediately upon any discovery or suspicion of counterfeit parts/components entering its inventory or supply chain which had the potential of affecting a Luma part under purchase order. Luma's MRB will investigate in concert with the supplier to ascertain with certainty the status of the involved Luma parts. If it cannot be proven that the parts in question are traceable, the PO must be cancelled or the work repeated. It is important to note the Luma involvement in this process as Luma does not grant MRB authority to any supplier.

**N. Records:** Supplier shall maintain records of work performed for Luma Technologies. Records shall include all documents accrued during the manufacturing processes, including the certificate of conformance received by suppliers from their suppliers. Records shall be maintained in any easily retrieved & legible format for a minimum of seven years.

**O. Key Characteristics:** Statistical process control, sampling plans by key attributes or digital production definition will be used as required by purchase order call out.

**P. Foreign Object Damage:** Supplier shall prevent foreign object debris damage or contamination during each of the following processes: manufacture, assembly, inspection & shipping.

**Q. Certificate of Conformance:** Certificates of conformance (C of C) shall accompany all shipments and shall be written in the English language regardless of country of origin and be legible. The certificate must be signed by an authorized company representative and include the employees' title, signature date and approval stamp. The certificate must record Luma Technologies' PO number, part number, quantity and show batch/serial numbers & shelf life (minimum of six months) as applicable. Approved Subcontracting work must be accompanied by the subcontractor C of C, containing the information above and accompany the Luma parts and company paperwork when parts are delivered to Luma.

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**R. Final Acceptance:** Final acceptance of items furnished under Luma Technologies' Purchase orders shall be at Luma Technologies' facility.

**S. Shipment/Delivery:** Shipment or deliveries shall be strictly in accordance with specified quantities, schedules and quoted price. Suppliers shall have no direct ship authority.