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Sequoia Applied Solutions, Inc. 326 West Liberty Ann Arbor, MI 48103

www.SqaSol.com

# **Vendor Quality Manual**

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# **Quality Assurance Department**

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#### **Abstract**

This document establishes the minimum quality system requirements for suppliers to ensure that purchased products, materials and services meet the required quality requirements for Sequoia Applied Solutions.

This information applies to all Suppliers providing Sequoia with materials, products, processing, and related services and when applicable to Suppliers' sub-tier sources. The general requirements outlined in this document do not supersede conflicting requirements in any Sequoia contract, drawing, including applicable engineering specifications and process specifications. This document specifies additional requirements for suppliers and addresses best shop practice.

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## Revisions

REV	DATE	ENGINEER	REVISION DESCRIPTION

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### 1 Supplier Code of Conduct

All of Sequoia's approved suppliers shall conduct operations in a manner that is compliant and appropriate, as it applies to Sequoia's customer's requirements, state and federal laws and regulations, provisions within this document, and the AS9100D Quality Management spec.

### 2 Non-Disclosure Agreements

An executed NDA between approved suppliers and Sequoia shall be retained on record by both parties for the duration of their working relationship. No discussions of proposed or existing work is permitted until an NDA has been executed.

All approved suppliers shall comply with the established NDA executed between Sequoia and suppliers. Any violation of the NDA shall warrant a review of the culpable supplier by Sequoia to evaluate if further action is needed.

A copy of Sequoia's standard NDA can be obtained by emailing a request to contact@sqasol.com.

#### 3 Non-Compete

Any information Sequoia provides to suppliers shall not be used to solicit, directly or indirectly, Sequoia's customers for business purposes without prior written consent from Sequoia.

#### 4 Ethics

Sequoia is committed to maintaining fair and proper relationships with suppliers. Suppliers and Sequoia shall not act in any manner that is inconsistent with applicable laws, regulations, or requirements passed down from project stakeholders.

## 5 Contractor Safety

Any contractor or consultant who is hired to perform work on Sequoia facilities or equipment will need to follow all Sequoia safety rules and regulations. These will be provided to you upon admittance. You must agree to comply with all federal, state, and Sequoia safety rules, regulations, policies, and procedures while working on Sequoia project.

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Contractors must also ensure that all persons engaged in work activity have received proper training and are qualified to perform task.

Contractors shall maintain a safe operating condition on all contractors' equipment brought on site. Sequoia reserves the right to remove or ban malfunctioning and/or unsafe equipment, or equipment not complying with approval requirements.

### 6 Supplier Approvals

Sequoia shall provide prospective suppliers with the following documents in order to conduct a review of any prospective supplier's capabilities and viability for approval

- Vendor Account Setup Form (SASCR-68-0014)
- NDA (SASCR-66-0002)
- Vendor Quality Manual (SASQA-60-0022)
- Vendor Quality Manual Compliance Agreement (SASQA-66-0001)

Sequoia requires every supplier to be approved before being issued any purchase orders. All suppliers must be approved by Sequoia regardless of any quality system approvals or approvals by customers.

### 7 Quality Management System Requirements

All Suppliers that provide product, materials, and/or services shall be responsible for maintaining a Quality Management System (QMS) suitable to the products and services provided to Sequoia, which is certified by an ANAB accredited third-party certification body to the latest version, as applicable.

In the absence of third-party certification, depending on the product, customer requirements, its application, value and criticality, the Sequoia Quality Department may authorize the acceptance of other evidence of compliance. This may include Sequoia supplier audits, or supplier self-assessments to criteria defined by Sequoia.

Sequoia may require suppliers to provide a copy of any/all third-party certification certificates.

All suppliers are required to update Sequoia if any changes are made to the status of any third-party QMS certifications.

## 8 Right to Enter

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Sequoia, or Sequoia's Customer or any governing regulatory authorities, shall be afforded the right to request/require an onsite visit to the supplier's facility, or any other suppliers doing relevant work for Sequoia's direct supplier, to verify product and process conformance to specified requirements. During the visit, Sequoia many ask to review the supplier's QMS, records, and supporting procedures.

Verification by Sequoia of conformance to requirements does not absolve the supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by Sequoia or Sequoia's Customer.

#### 9 Company Updates

Sequoia shall be notified in writing by the suppliers if any changes occur to the suppliers at the company level that affect quality. Examples include, but are not limited to:

- Company ownership
- Senior management
- Manufacturing process
- QMS registrations

### 10 Maintenance of Supplier Quality Performance

Sequoia continually monitors the quality of all approved suppliers. Any supplier that fails to perform at the minimum level of requirements outlined in this document shall be reviewed by Sequoia's Quality Management Department for determination if further action must be taken, which may or may not include cessation of the business relationship.

## 11 Age Control

The Supplier must ensure all items where acceptability is based upon maximum age have a system for control.

If required on products that have a limited or specified shelf life the Supplier may be required to provide data that shows:

- The cure or manufacture date
- Expiration date or shelf life
- Lot or batch number (if applicable)

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### 12 Document and Information Security

Suppliers must establish and document controls for the media, when used. Such methods may include, but are not limited to:

- Electronic signatures
- Passwords
- Encryption

### 13 Sequoia Property

Suppliers shall exercise care with any Sequoia property (physical, intellectual, data or otherwise), or property under the care of Sequoia, while in control of the supplier organization. The supplier shall be responsible for identification, verification, protection, and safeguarding of Sequoia provided property. If any Sequoia property is lost, damaged, or otherwise found to be unsuitable for use, this shall be reported to Sequoia immediately and records maintained. All Sequoia provided property provided to suppliers shall be returned to Sequoia when the relevant project has concluded and/or when the work relationship ceases.

### 14 Calibration of Monitoring and Measuring Equipment

The calibration tolerance for the equipment is to be to the original manufacture's recommendations. Calibration traceability is to be to the National Institute of Standards and Technology (NIST). The certificate shall contain the date of the calibration, identification number of the instrument being calibrated, the environmental conditions of the laboratory and the name of the calibration technician, as received and as returned condition of the equipment being calibrated.

The Supplier is to label calibrated equipment with the equipment identification number, calibration date, and the due date of the next calibration at a minimum.

## 15 Casting/Forging Identification

Any parts that the supplier casts or forges must be identified with a mill heat number or code and foundry identification. Suppliers shall identify and segregate materials to heat/lot number when mixed production lots occur.

#### 16 Conflict Materials

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All raw material used by Suppliers or provided to Sequoia that contain the following elements shall be accompanied by a statement of compliance in accordance with the Dodd-Frank Act:

- Gold (Au)
- Tungsten (W)
- Tantalum (Ta)
- Tin (Sn)

#### 17 Weld Requirements

Certifications are required for all material, welding, and heat treat processes. Certifications can be emailed to contact@sqasol.com.

Sequoia may require a CWI to inspect fit up, weld prep, and final welds before heat treat. If needed, please email <a href="mailto:contact@sqasol.com">contact@sqasol.com</a>.

Class I welds shall not be sand blasted or painted.

Critical welds shall be inspected by a Certified Weld Inspector (CWI).

#### 18 Workmanship

When Sequoia drawings don't reference workmanship standards or specifications, the Supplier is expected to follow industry accepted standards (i.e. ANSI, ARP's) and best shop practices.

## 19 Designated Sources

When specified by the requirements of a project, design, purchase order, or other requirement, Sequoia suppliers shall purchase products, materials, and/or services, from Sequoia sources or Sequoia Customer sources. The supplier shall remain the responsible party to ensure such sources remain compliant to all quality and applicable project standards and requirements.

## 20 Control of Supplier's Suppliers

Suppliers are also responsible for their sub-tier suppliers. Sequoia suppliers must enforce controls on their suppliers that provide quality results and documentation at a minimum to the same controls and applied to themselves by Sequoia.

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Suppliers shall accommodate any reviews, including on-site visits, of sub-tier suppliers by Sequoia or any other party Sequoia is responsible for maintaining compliance to.

### 21 International Traffic in Arms Regulations (ITAR) Compliance

"All manufacturers, exporters, and brokers of defense articles, related technical data and defense services as defined on the United States Munitions List (Part 121 of the ITAR) are required to register with the Directorate of Defense Trade Controls (DDTC). Registration is primarily a means to provide the U.S. Government with necessary information on who is involved in certain manufacturing, exporting and brokering activities. Registration does not confer any export rights or privileges, but is a precondition for the issuance of any license or other approval for export." More information can be found <a href="http://www.pmddtc.state.gov/">http://www.pmddtc.state.gov/</a>

Any information labeled "ITAR" that is received or held by Sequoia's suppliers is not permitted to be disseminated outside of an ITAR controlled environment. ITAR data is not to be shared with anyone who is not considered a "U.S. person", as identified in clause 120.16 of the ITAR regulation.

### **22 DFARS Compliance**

Sequoia requires compliance to Government DFARS regulations as part of customer contracts. This information is required to be flowed down to our suppliers, who shall process all orders in accordance with the correct DFARS as included on Sequoia purchase orders and accompanying requirements documents.

The following list of clauses outlines, but is not limited to, frequently specified clauses of compliance to the DFARS spec for many of Sequoia's projects:

- 252.246-7008, Counterfeit Electronic Parts
- 252.225-7001, Buy American & Balance of Payments Program
- 252.225-7002, Qualifying Country Sources and Subcontractors
- 252.225-7008, Restriction of Acquisition of Specialty Metals
- 252.225-7009, Restriction of Acquisition of Certain Articles Containing Specialty Metals
- 252-225-7048, Export Controlled Items
- 225.79, Export Control

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#### 23 Rated Orders

Suppliers that receive a rated order must comply with the provisions of DPAS (Defense Priorities Allocation System). In addition, flow down the requirements to all of their suppliers.

More information can be found here: http://www.bis.doc.gov/dpas

### 24 Document Control and Engineering Changes

Approved suppliers must have a system for assuring that the latest drawings are in effect at their facility.

Engineering changes will be communicated in the form of a purchase order. Revisions need to be incorporated as required. If any engineering change cannot be incorporated this needs to be communicated in writing to the purchasing agent on the PO.

Suppliers shall be responsible for all control and removal of any obsolete documentation and/or nonconforming product resulting from the engineering changes.

### 25 Final Acceptance

All products on Sequoia purchase orders are subject to final inspection for verification of conformance to applicable requirements.

## 26 Identification and Traceability

Suppliers must maintain an identification system that shows inspection status of product. This may be accomplished by stamps, tags, routers/travelers, work orders, labels, bar codes, electronic database or other control system.

The relevant supplier must maintain controls to ensure capability of tracing the product back to its production lot and material used.

If product is received as tagged or identified with traceability controls, these shall not be removed at any point in process. The traceability must be maintained throughout the entire life of the product through all stages of manufacture. If tagging is not appropriate for performing work Sequoia must be contacted to discuss and agree upon alternative methods of Traceability.

## 27 Inspection, Measuring, and Test Equipment

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Sequoia's suppliers shall maintain all inspection, measurement, and calibration equipment used to ensure product conformance to requirements, according to an established schedule. Any and all equipment that cannot provide accurate measurements must be immediately destroyed to ensure conformance of current and future products.

#### 28 Inspection Reports

All inspection reports must be labeled with the following information, as applicable, or otherwise noted:

- Inspector's name
- Date of inspection
- Sequoia's job #
- Sequoia's PO #
- Unit
- Software version used
- Serial number
- Tool number used for inspection
- Comments
- Revision level

#### 29 Raw Material Certification

When supplying raw material to Sequoia, suppliers shall provide an Original Mill Certification, which shall include chemical and physical properties for all tests by applicable specification for the material designation, mill source, and country of origin/melt per DFARS requirements.

Suppliers do not have discrepant Material Review Board (MRB) authority.

#### 30 Records Retention

Suppliers must maintain adequate records of inspection, test, analysis and other quality activities that provide objective evidence of product conformity. Records will need to be maintained in a legible and reproducible manner for a period of ten years from the date of shipment. Sequoia may request of these records at any time during the record retention period.

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#### 31 Purchase Orders

All suppliers will be issued purchase order(s) to perform work for Sequoia. Verbal PO's are not acceptable. In addition, if any incorrect information is noted on PO, the supplier must contact Sequoia to have PO corrected, using the contact info on the bottom of the PO. The terms and conditions contained in this manual are included in all purchase orders and accepting and performing Sequoia purchase orders is an agreement to follow these requirements.

The supplier is responsible for compliance to all contract (i.e. drawing, specifications, and purchase order) requirements. All documents, drawings and specifications regardless of origin are applicable to the supplier when specified in the purchase order.

#### 32 Serialization

Serial numbers shall be maintained by suppliers as applicable by product drawings and/or project requirements, as applicable.

#### 33 Tolerances

All tolerances shall be indicated on relevant product drawings. If drawings are found to not list relevant tolerances, production of the pertinent part shall not continue until supplier has obtained from Sequoia, in writing, the relevant tolerances.

## 34 Foreign Object Debris

Suppliers must assure a FOD (Foreign Object Debris) program is implemented to ensure no foreign object or debris is present with product.

## 35 Packing and Shipping

All product shall be cleaned so as to be free of all foreign substances or residue from process or handling, prior to shipping to Sequoia. The Supplier must adequately plan for packaging of material shipped to Sequoia. Packaging must be designed to provide protection for any damage that may occur.

Any questions regarding freight and shipping cost please direct to the purchasing agent on PO.

Packing lists must accompany all shipments.

Safety Data Sheets (SDSs) shall accompany shipment when required.

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### 36 Certificate of Conformity

Suppliers are required to provide a COC with end product related items (raw material, machining, design, testing services, or components used in the manufacture of Sequoia products). All records of inspection shall be kept per Sequoia's record retention period.

### **37 First Article Inspection**

Submittals of First Article Inspection shall be done in compliance to AS9102. First article parts shall be identified as such by tagging or labeling a part or bag the part is contained in. Sequoia requires approval before additional product may be shipped. First article must be resubmitted if there is a revision change or part has been out of production for at least a year.

### 38 Sampling Inspections

Unless otherwise specified, Sequoia shall conduct sampling inspections of products delivered to Sequoia. Suppliers shall accommodate any corrections to nonconformities if/when they are discovered.

#### 39 Deviations

Suppliers shall never knowingly ship product that deviates from the print, specifications limits, or design intent without written authorization from Sequoia, without prior written authorization.

## **40 Nonconforming Product**

Product identified as nonconforming must be segregated, tagged, and identified with discrepancy characteristics and Sequoia Quality Department shall be notified in writing prior to shipment.

Product found at Sequoia not in accordance with drawings, specifications and defined requirements will be rejected and held at suppliers' risk awaiting disposition. Suppliers must pay freight on all rejected materials.

## 41 Repairs

Repairs of products are not permitted without prior written authorization from an authorized Sequoia purchasing agent or relevant Sequoia project manager.

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#### 42 Rework

Rework is defined as additional operations that are not part of the basic production process flow, which will bring product in full compliance with applicable drawings and specifications. Instructions for rework, including re-inspection requirements, shall be accessible to and utilized by the Suppliers appropriate personnel. All rework shall be documented

#### **43 Corrective Actions**

In the event of a nonconformance, suppliers may be asked to complete a corrective action. Failure to comply with this request may affect future orders.

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