

#### **AS9100D Supplier Flow Down Requirements**

Revision 1 2022-05-26 by Dan Poinsett, Quality Administrator

THE SUPPLIER REQUIREMENTS BELOW APPLY TO ALL SUPPLIERS AND SUB-TIER SUPPLIERS TO SYNERGEERING GROUP, LLC (SG) PROVIDING MATERIALS AND SERVICES WITH RESPECT TO SG'S AS9100D COMPLIANT DESIGN AND MANUFACTURING. ACCEPTANCE OF A PURCHASE ORDER FROM SG BINDS THE SUPPLIER TO THE REQUIREMENTS LISTED IN THIS DOCUMENT. THE SUPPLIER IS NOT AUTHORIZED TO OUTSOURCE ANY PORTION OF THE PURCHASE ORDER REQUIREMENTS UNLESS SPECIFICALLY AUTHORIZED BY SG AND SHALL FLOW DOWN THESE REQUIREMENTS TO ANY SUB-TIER SUPPLIERS. NOTE THAT THESE REQUIREMENTS CORRESPOND WITH THE REQUIREMENTS OF SG'S CUSTOMERS AND WITH THE REQUIREMENTS OF AS9100, CLAUSE 8.4.3.

**A.** SG's Purchase Order provides information on the the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions).

**B.** Each supplied order shall be accompanied by one legible copy of a certificate of analysis (C of A) or certificate of Compliance (C of C). Material certifications shall show quantitative analysis of each element and physical testing as required by specifications referenced. Traceability for Raw Material is required and shall be retained and provided to SG with product. Final acceptance of product shall be at SG after receiving inspection.

**C.** The Supplier shall ensure that employees and people working on its behalf are competent and trained in accordance with the requirements of AS9100, where applicable.

**D.** In addition to the other requirements recorded within this document, Suppliers shall hold all information received from SG in confidence and no third-party request for information shall be authorized unless approved, in writing, by SG.

E. SG shall review Suppliers based on Quality, Delivery, and/or Service. Suppliers shall be issued corrective actions as required. Supplier late shipments and corrective actions shall be reviewed at Management Review meetings for increased action at SG's discretion. Any outcomes shall be documented in Management Review Meeting Minutes. Suppliers that fail to perform in these areas may receive further Corrective Actions and may be considered for probation or removal from SG's supplier list F. Whereas SG is an ITAR controlled company, any data transferred via internet must be controlled to prevent access to foreign entities. This is in compliance with NIST 800-171, DFARS 252.204-7019 and 252.7020

**G.** SG does not currently use external suppliers for design and development. For any product or service that is an input to SG design and development under AS9100D, the Supplier shall provide all information required by SG to meet the requirements of AS9100D section 8.3.4.

**H.** The Supplier is responsible for the validation, and periodic revalidation, of the ability to achieve planned results of the processes for production and service provision, where the resulting output cannot be verified by subsequent monitoring or measurement

I. All processes and machines used in the production of goods shall be calibrated at appropriate intervals, which will be confirmed with submission of C of C as indicated in clause B of this agreement. The Supplier shall maintain a quality / inspection system that shall ensure all goods and services conform to contract requirements whether manufactured or processed by the Supplier or procured from Sub-Tier Suppliers.

J. The Supplier shall use a sampling plan for product acceptance, consistent with typical industry standards, unless otherwise specified or agreed upon in writing by SG.

K. When specifically requested by SG in writing, the Supplier shall maintain a quality system in compliance to AS9100D and/or approved by SG. When required by SG or it's customers, Suppliers shall use customer-specified sources. The Supplier shall notify SG of nonconforming processes, products, or services and obtain approval for their disposition. To prevent the purchase of counterfeit or suspect / unapproved products and to ensure product identification and traceability, the Supplier shall institute controls that include staff training on the effect and identification of counterfeit / suspect parts, the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation as appropriate. Material and part substitutions are not allowed. The Supplier shall notify SG of any change in ownership, management, location, product, or process that affect SG's product or services. Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference. When requested by SG or its customers, the Supplier shall provide test specimens for inspection / verification, investigation and/or auditing purposes. Unless otherwise specified on the Purchase Order, the latest specification revision in effect at the time the lot of raw material/parts was originally manufactured or processed shall apply. In the event a document has been superseded, the latest revision of the superseding document shall apply. All certifications, test reports, and inspection reports, as well as receiving inspection, in-process inspection, final inspection, and calibration records shall be retained for a minimum of seven years, unless otherwise specified by SG, and shall be made available to SG, it's customers, or regulatory agency upon request.

L. SG and it's customers reserve the right to perform an on-site inspection of the Supplier's facility or visit the facility. SG

shall give reasonable notification to the Supplier prior to the on-site inspection. The on-site inspection may include surveillance of the Supplier's facilities, procedures, production methods, processes, and the Supplier's Quality Management System. The Supplier shall furnish, at no cost, the necessary data as required by applicable Purchase Orders, specifications, and inspection instructions to facilitate the on-site inspection.

M. The Supplier shall be committed to the highest standards of ethics and business conduct, and shall comply with the law, honor commitments, act in good faith, and be accountable. The Supplier shall not offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone to engage in unfair business practices and shall avoid involvement in activities that may be perceived as a conflict-of-interest. The Supplier shall respect the legitimate proprietary rights and intellectual property rights of customers and Suppliers and take proper care to protect sensitive information, including confidential, proprietary and personal information. The Supplier shall support product safety by ensuring robust management of special requirements, critical items, and key characteristics. If there are concerns with respect to product safety, the Supplier shall communicate them to SG. If there is a concern at the Supplier's premises with respect to safety during the manufacture of the product, the Supplier shall notify its own employees of the concern and whenever possible, mitigate the concern. The Supplier shall ensure that employees and people working on its behalf are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behaviour.

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## Service Provider / Contractor / Sub-Contractor insurance requirements and Indemnity:

## **INSURANCE REQUIREMENTS**

**Certificate of Insurance.** Before commencing work, the Service Provider / Contractor / Sub-Contractor shall provide a Certificate of Insurance to Synergeering Group LLC that certifies the policy limits below and is acceptable to Synergeering Group LLC and their insurance agents. A sample certificate is available as an example for your insurance agent.

General Liability Insurance Policy Limits. Each Occurrence Personal & Advertising Injury General Aggregate Products - Completed Operations Aggregate	\$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000
Automobile Insurance Policy Limits. Combined Single Limit, Bodily Injury & Property Damage Bodily Injury and Property Damage	\$1,000,000 (or) \$1,000,000 \$1,000,000
Workers Compensation & Employers Liability Limits. Workers Compensation Employers Liability – Each Accident Employers Liability – Disease Each Employee Employers Liability – Disease Policy Limit	Statutory - Michigan \$100,000 \$100,000 \$500,000
<b>Umbrella Policy Limits.</b> Each Occurrence Aggregate	\$1,000,000 \$1,000,000

Additional Insured. The Certificate shall indicate that Synergeering Group LLC is named Additional Insured as respects to the Commercial General Liability, and included for Products and Completed Operations. It shall also indicate that Contractual Liability is included within coverage.

**Cancellation**. The policy shall also indicate that it shall not be cancelled without providing Synergeering Group LLC 30 day's prior written notice.

**Employees / Independent Contractors.** Any Supplier / Service Provider / Contractor / Sub-Contractor that has employees shall provide a Certificate of Insurance evidencing this coverage before commencing work. Any Supplier / Service Provider / Contractor / Sub-Contractor that is a Sole Proprietor and has no employees shall complete the Notice of Exclusion form, as issued by the Bureau of Workers Disability Compensation, and if applicable, the Sole Proprietor's Statement as issued by the Contractors' Insurance Carrier.

**Payments.** Payments will be made to the Exhibitor when all of the above have been completed to the satisfaction of Synergeering Group LLC and his insurance consultants.

### Indemnity

To the fullest extent permitted by law, the Supplier / Service Provider / Contractor / Sub-Contractor shall defend, indemnify and hold harmless Synergeering Group LLC the Owner, their agents, consultants and employees (the indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Supplier / Service Provider / Contractor / Sub-Contractor (indicated on the front of this Purchase Order) work to the extent of the negligence attributed to such acts or omissions by the Supplier / Service Provider / Contractor / Sub-Contractor or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

# I AGREE TO THE ABOVE AND HAVE READ, AND AGREE TO THE INSURANCE, INDEMNITY AND PAYMENT REQUIREMENTS DESCRIBED IN THE BODY OF THIS PURCHASE ORDER.

Signature

Date