



AVOPTICS LIMITED

Supplier Quality

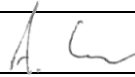
Contract Requirements

AV 03 Purchase Order

Warning

Printed copies are uncontrolled (except for copies distribution with an Approved (signed) Purchase Order)

Note: Check issue number against the Purchase Order before using – **if in doubt ask**

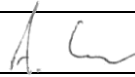
Approved Signature		Date	31/01/2020
Director - A. Lee		Ref.	AV 03 & AV 03-01
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1.0 Scope

- 1.1 This document details the requirements to be satisfied by the suppliers to AVoptics Limited (hereinafter referred to as AVoptics). AVoptics requires that each supplier must comply with the quality requirements set forth within this document and to maintain a Quality Management System that ensure materials, goods and services comply with all our specified requirements.
- 1.2 These contract requirements are additional to the details on our Purchase Order (which focus on product quantity, logistics, part descriptions, special references, etc.).

2.0 Purpose

- 2.1 To establish and confirm a supplier's Quality Assurance requirement for AVoptics for organisations supplying materials, goods and services that have a direct impact on the specification and or performance of an AVoptics product.

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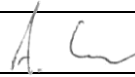
The following documents are internal to AVoptics and may be available upon request:

Procedure	Number Subject
AV 03	Purchasing (for reference only)
AV 03-01	Selection of Suppliers (Supplier Quality Questionnaire)
AV 05-01	Design Control FAIR (First Article Inspection Report)
AV 08	Non Conformance (for reference only)
Form AV 08-01	Non Conformance Report (Complaints / Recall) (for AVoptics use / completion)
Form AV 03-01	Supplier Assessment (for supplier completion)
Form AV 05-01	FAIR - First Article Inspection Report (for AVoptics use / completion)

5.0 Approval Requirements

- 5.1 Suppliers shall as the terms so require, manufacture service, release and deliver all products in accordance with the Purchase Order and all requirements identified therein.

AVoptics require its suppliers to be certified against AS 9100 (current issue) when contracted for Aerospace / Defence work (as this is an AS 9100 customer requirement). If a supplier's business is less than 50% Aerospace / Defence, then the supplier must be certified against ISO 9001 as a minimum for product manufacture / supply. If a test and or calibration laboratory, the supplier must be ISI 17025 accredited by UKAS. Supplier's that do not comply with the above may be used by AVoptics, provided the supplier's Quality Management System complies with the

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following requirements (AV 03-01) and has been formally approved by AVoptics management. All certification awarded by be accredited by UKAS (or similar notified body under the mutual recognition agreement (MRA) for international accreditation).

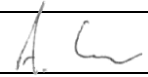
- 5.2 All products shall be manufactured strictly in accordance with the purchase order (and technical specification provided). The delivery of incomplete product / shortages is not permissible unless specified on the purchase order or by written authority of AVoptics.
- 5.3 When the supplier is manufacturing a product on behalf of AVoptics, the supplier may only use Special Process Suppliers who are AVoptics approved. A complete list of AVoptics approved Special Process Suppliers can be supplied on request.
- 5.4 Material Stockists / Distributors / Franchised Distributor shall hold as a minimum ISO9001 Certification (appropriate scope for Stockist Scheme Certification). As a minimum, items shall only be procured directly from the manufacturer or approved distributor / franchised distributor.

Note: Documentation and data supplied with the purchased item shall ensure that full traceability of the purchased item is maintained, confirming that the purchased item conforms to specification and was actually produced by the designated manufacturer (objectively).

- 5.5 In the event that a supplier has its approval against AS9100, AS9120 and / or ISO 9001 the supplier must immediately inform AVoptics in writing stating reason / status of withdrawal.

6.0 General

- 6.1 Enquiries concerning the content of this document and other referenced documents, or requests for additional copies should be referred to the purchasing representative responsible for the Purchase Order within AVoptics.
- 6.2 The requirements of this document and of AV 03-01 Selection of Suppliers will be used in to provide both existing and potential suppliers with visibility of the current Quality & Standard requirements and expectations of AVoptics contracts.
- 6.3 It is the policy of AVoptics to manufacture and supply products and services, which result in, or contribute to, safe conditions for its customers and the end-users of such products and services. In furtherance of this policy, Suppliers shall establish controls and procedures that ensure that the attention necessary for the achievement of this objective is objectively provided throughout the production in support of their products.
- 6.4 Suppliers are required to comply in full with the contents of this document. If a supplier cannot comply with any portion of this document, then the supplier must advise AVoptics in writing. AVoptics will review the supplier request and advise the supplier of the results in writing. The supplier is responsible for keeping all related documentation on file at their facility. No deviation from this document is acceptable in advance of formal agreement to do so in writing from AVoptics. Such formal agreement must be retained by the supplier.
- 6.5 Verbal agreements are un-acceptable.
- 6.6 Suppliers shall maintain AVoptics specifications and other Standards at the latest issue and shall review the issue status of specifications on receipt of a Purchase Order and or at least once within a six month period (particularly for repeat contracts).

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7.0 Business Quality Improvement Objectives

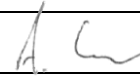
- 7.1 All suppliers are expected to have plans to achieve Business (Quality) improvements as part of their continuous improvement programme.
- 7.2 AVoptics is dedicated to continuous improvement in the Quality and integrity of its services and to the satisfaction of its customer requirements and expectations. Supplier's contribution to this approach through the quality and reliability of their products and services is a prerequisite.
- 7.3 Each supplier shall demonstrate continuous improvement based on pro-active loss-prevention, root cause analysis and effective timely corrective action.

8.0 Organisation

- 8.1 Any change to the management representative responsible for Quality Management System and / or Inspection within the suppliers organisation (or group ownership) shall be communicated to AVoptics. Changes to premises shall be notified sufficiently in advance to AVoptics.

9.0 Purchase Order Control

- 9.1 Purchase Order amendments shall be subject to review by AVoptics prior to acceptance. The review shall ensure that copies of all processes and specifications quoted within a Purchase Orders are available, and that, where a supplier is unable to carry out any operations, approved sub-contractors may be identified.
- 9.2 Where a supplier has more than one site, every site used to produce product for shipment direct to AVoptics must have AVoptics approval (by completion of AV 03-01).
- 9.3 AVoptics shall be afforded the right of entry to verify at source and / or upon receipt that purchased product conforms in all respects to specified requirements. This action shall not absolve the supplier of the responsibility for the quality of the delivered product nor preclude its subsequent rejection should other quality issues arise at a later date / time.
- 9.4 Where the use of a sub-contractor is permitted, the identification and selection shall form a part of the initial contract review. Suppliers may consider / use a sub-contractor suitable given the following circumstances: *The sub-contractor is currently approved by AVoptics.*
- 9.5 Suppliers are responsible for ensuring the flow down of applicable sections of AV 03-01 and related specifications to second tier suppliers.
- 9.6 Suppliers must reference AV 03-01 on all Purchase Orders issued in support of activity for AVoptics (referring their suppliers to the AVoptics web-site for latest version documentation).

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10.0 Procurement of Components

- 10.1 Failure of components can have major effects on airworthiness, safety, reliability, operational integrity – with related cost impact. All parts are therefore termed “controlled” and should be treated as such (bonding requirements may be appropriate and / or necessary).
- 10.2 Any component, which is sourced, and has the manufacturer identified on the Bill of Material (BOM) may only be purchased from that supplier or their approved agent. Suppliers must not source parts from non-approved sources (original manufacturing suppliers only).
- 10.3 Where a Supplier wishes to change the source of a component, the Supplier shall request permission to make the change from AVoptics.

NOTE: Identification of a supplier on a controlled BOM does not automatically approve them for use. It is the supplier’s responsibility to check that any sub-contractor is correctly approved prior to use (objective evidence for audit purposes is required).

11.0 Control of Non-Conforming Material

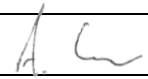
- 11.1 The supplier shall have no discretionary power to deviate from the specification requirements as detailed with Purchase Order (and supporting documentation). Concessions will only be accepted on receipt from the Supplier of a full “root cause analysis” report detailing the issues and evidence of preventative action. Parts subject to concession must not be delivered to AVoptics until AVoptics approves a concession.

Note: Concessions are normally only issued to Suppliers when a product is non-conforming, and the non-conformance does not affecting fit, form or functionality.

- 11.2 No rework shall be permitted on identified non-conforming product without written approval from AVoptics. Manufacturing records shall clearly record the operation and the results achieved, should re-working under a concession be approved.
- 11.3 Where the supplier has any reason to suspect non-conformance of any delivered product, then the supplier must immediately notify AVoptics.
- 11.4 Scraped (or non-conforming) components must be physically damaged beyond repair prior to actual disposal (to prevent mixing with conforming product of the same / similar type / model). The AVoptics management representatives (or their customer) may require a report from the Supplier and / or witness by inspection and of process of damage and / or disposal.

12.0 Rejections after Delivery

- 12.1 The Supplier shall be notified of non-conforming supplies found after delivery. AVoptics will contact the supplier and issue an NCR against the parts prior to return.
- 12.2 Following receipt of an NRC notification the Supplier shall take immediate containment action. The action shall include 100% inspection of all supplier stock or work in progress. This containment action shall be taken within 48 hours of notification from AVoptics. The supplier shall provide within 14 days an investigation into the root cause of the problem and provide corrective action to prevent recurrence. The findings, corrective action and effective date shall be reported to AVoptics.

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13.0 Notice of Escape

- 13.1 The Supplier shall, within 24 hours, notify AVoptics when non-conforming Product has been identified which has already been shipped to AVoptics in the form of a formal quality alert. Where it is likely that the non-conforming part may increase hazard risk the Supplier must notify AVoptics immediately. This notification shall include, as a minimum;
- a) part number
 - b) serial number (where applicable),
 - c) quantities,
 - d) Certificate of Conformity,
 - e) AVoptics purchase order number,
 - f) detailed description of non-conformance
 - g) conformation that the non-conformance has been contained at the Supplier (or its Sub-tier Supplier) premises.

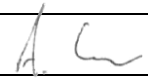
Once notified, AVoptics will determine the correct course of action to be taken and report the decision back to the Supplier.

14.0 Supplier Monitoring

- 14.1 All Suppliers shall monitor the quality and delivery performance of product delivered to AVoptics. In addition each supplier's quality and delivery performance is continually monitored by AVoptics. Suppliers whose performance does not achieve and maintain an acceptable level shall be formally notified of their supplier status and may be required to implement improvement actions accordingly. Failure to improve or respond positively to an AVoptics NCR will result in the withdrawal of supplier approval by AVoptics.

15.0 Records

- 15.1 All (Quality Management System) records held by Suppliers shall be legible and identifiable to the product involved. Records shall be stored and maintained in such a way that they are readily retrievable in facilities that provide a suitable environment to minimise deterioration or damage and to prevent loss. Records shall be available for evaluation by AVoptics staff until such time as AVoptics authorize disposal in writing.
- 15.2 Documentation and records applicable to AVoptics shall not be amended with correction fluid. A single linked line shall delete any revisions and/or correction of errors and will be accompanied by an initial and date.
- 15.3 Should a supplier cease trading with AVoptics, quality records shall still be maintained until disposal is authorised by AVoptics. If the supplier ceases trading completely, or is unable to maintain the records, AVoptics must be informed so that alternate arrangements can be made to store the records.
- 15.4 All records shall be retained by the Supplier for a period of 25 years unless otherwise agreed with AVoptics.

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16.0 Certificate of Conformance

A Certificate of Conformity (C of C), which shall include sufficient information to enable it to be correlated to the supplies and must accompany supplies submitted / provided to AVoptics. Certificates and supporting documentation will be identified by Purchase Order / Contract number and shall include the following information:

The Certificate shall include a statement of conformity individually signed by an authorised signatory of the Supplier and shall be as stated below or similar, subject to agreement by AVoptics.

*We (name of the supplier) hereby confirm that the whole of the supplies detailed hereon have been manufactured, inspected and tested and conform in all technical and integrity respects with the requirements of the contract order / specification.
(signed by: authorised ** person from the Supplier)*

Note: ** The Supplier shall be able to demonstrate to the satisfaction of AVoptics that the nominated authorized signatory has controlled usage of the authority (with the technical competence demonstrated by qualification and experience supported by validated CV claims).

Where the Supplier utilises an automated system for generation and / or authorisation of certificates / records, then those systems shall be subject to robust management and security controls approved by AVoptics to protect the integrity of the certification process.

The Supplier shall ensure completion of all requirements of the purchase order prior to delivery including all processes. Deliveries of goods that do not fulfil the purchase order requirements will not be accepted. The Supplier is responsible for providing a C of C that confirms that the products, processes, and/or services furnished meet the requirements for lot, of each shipment, of the AVoptics Purchase Order. The C of C must have at a minimum the following:

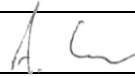
- a) Consignees name and address
- b) Consignors name and address
- c) Reference number and date of the certificate
- d) Description and quantity of supplies
- e) Related specification or drawing numbers and issue (as appropriate)
- f) Identification marks and serial numbers (as appropriate)
- g) Manufacturing lot no. or traceability reference (works order / batch number)
- h) Any limitations/Shelf Life Expiry dates (as appropriate)
- i) Signature(s) of ** approval (for inspection / release)

When the purchase order and / or applicable documents does not specify a method of packaging and Preservation, it is the supplier's responsibility to assure that product is preserved and packed using methods and materials that will assure that it arrives damage free to AVoptics.

16.1 Preservation: All ESD sensitive components or Devices must be preserved by the supplier using appropriate ESD packaging materials, and stored under conditions recommend by the manufacturer.

15.2 Packaging: The method of packaging must:

- Prevent damage or deterioration in transit
- Permit safe handling
- Assure that all necessary warnings are completely visible

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- Assure the shipping address, supplier name, qty, and part number are visible.
- Assure that the packing list, quality documents, and other important information is enclosed, or securely fastened.

16.3 First Article Inspection Report (FAIR)

When a FAIR is required with the goods to demonstrate compliance with all the procurement Specifications detailed in the design package the following must apply: First Article Inspection Reports shall be in accordance with AS9102 and AVoptics procedure AV 05-01.

A copy of the FAIR shall be supplied with the product unless otherwise stated. The supplier shall retain the FAIR as a quality record and they shall not be disposed of without the written permission of AVoptics. This shall not absolve the supplier of the responsibility for the quality of the delivered product nor preclude its subsequent rejection should other quality issues arise.

16.4 AVoptics right of access

Any person authorised by AVoptics, including the Customer or Regulatory Authority, shall not be Unreasonably refused permission by the supplier to enter any works, warehouse or other premises under the supplier's control for the purpose of surveillance or inspection of any tools or materials procured or used for the manufacture of the goods or process of manufacture on the completed goods themselves before dispatch.

16.5 Business continuity planning

AVoptics advises each supplier to have a written business continuity plan to cover disaster recovery and the responsibilities and actions to be taken in the event of an emergency that may affect deliveries to AVoptics that will bring the supplier on line in the shortest possible time.

16.6 Change Control

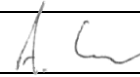
Uncontrolled change within the supply chain is the major cause of deficiency escapes into AVoptics. It is crucial therefore that all change, no matter how trivial it may appear, is assessed for potential risk and then subject to mitigating actions and control.

Changes can occur in three ways:

- 1) Change to the manufacturing location, either within a supplier or between suppliers.
- 2) Changes to Components.
- 3) Changes within the company's stores department, Storage and dispatch method, including machines, people etc.

The control mechanism for these is as follows.

- 1) Changes to the manufacturing location shall be notified to AVoptics.
- 2) Changes in components shall be raised with the buyer responsible for the purchase order. The buyer shall take the appropriate action within AVoptics and inform the Customer. The supplier must not progress with any changes to the component without written agreement from AVoptics.
- 3) Changes within the Company's stores department shall be controlled as follows

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-All changes to components storage location shall be subject to a documented risk review prior to being carried out.

-Staff changes within the company's stores department must be fully trained and supervised until level of competence is assessed and approved as competent.

-Changes to the Stock control computer system, must be documented, risk assessed, audited and checked after changes for example, New operational software is introduced or updated.

All documentation relating to point 3 must be kept indefinitely and made available to AVoptics on request in writing with reasonable notice following an NCR with relation to supply quality problems.

16.7 Traceability

All parts shall be clearly traceable back to the original manufacturer of the parts. Where the supplier has purchased a component or assembly, they shall have a copy of the original manufacturer's certificate of conformance.

All components and assemblies shall be traceable to the original material identification.

The traceability system must facilitate the rapid identification of any part delivered and suspected of being defective. Containment action must be implemented immediately to protect the customer on any defects found that affect quality of the product.

All records in relation to AVoptics must be kept indefinitely and shall be made available to AVoptics upon request

16.8 Special process requirements (Ref. section 19.0 of this document for requirements)

Any special process supplier must be AS9100 or ISO9001 approved or meet the requirements outlined in section 19 of this document. The supplier performing the special process must certify that all applicable requirements have been met.

16.9 Manufacturing & Process Control

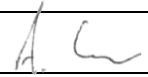
Adequate, clean well-maintained facilities shall be provided to enable products to be consistently produced in accordance with the requirements of the AVoptics order.

Suppliers shall establish a procedure detailing the general workmanship practices for the prevention of Foreign Object Damage.

Suppliers must not omit any part of any specification except when defined on the purchase order or covered by a non conforming report authorised by AVoptics.

Suppliers providing Shelf life items shall ensure they are correctly labelled with shelf life expiry and suitably packaged. No shelf life items within 6 months of expiry with the exclusion of Solder Paste shall be accepted by AVoptics. Suppliers are expected to establish procedures for identifying adequate statistical techniques for determining process capability of key characteristics, especially when these are identified on the documentation. Such techniques shall demonstrate management ownership and responsibility and be based on recognised industry models.

Where the supplier uses a sample inspection plan as a means of product acceptance, the plan shall be predicated on industry recognised models, statistically valid and shall preclude the acceptance of known non-conforming product. Documented procedures and records to demonstrate this shall be available.

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All parts supplied to AVoptics shall be identified in accordance with the requirements of AVoptics. Suppliers shall maintain records to identify the materials used and the manufacturing and processing history of each batch of parts supplied to AVoptics. A lot number that enables all associated records to be retrieved shall identify each batch.

16.10 Inspection Reports

The supplier is required to maintain and provide upon request all inspection records. The records must be at a minimum based on an established/recognized sampling plan.

17.0 Source Inspection

- 17.1 Source Inspection will be used by AVoptics to help develop a new supplier, or a supplier that is having quality issues. Source inspection at a supplier's site will be imposed by a letter issued from AVoptics to the supplier. In the event AVoptics imposes source inspection, only AVoptics can remove or waive source inspection.

AVoptics will also use source inspectors to perform in process checks at a supplier, process audits at a supplier, or corrective action development, or follow up. AVoptics will select a UKAS and / or other approved inspector.

18.0 Concessions / Permits

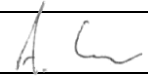
- 18.1 If a supplier's quality system discovers a non-conformance to the AVoptics Purchase Order, the supplier can submit a request for a concession to the AVoptics Buyer. The supplier can use the table below to determine when a concession is needed.

Option	AVoptics Approval/Concession Required
*Rework the non-conformance prior to shipment	No
Scrap and re-place	No
Request to use the product as is	*Yes
Request to repair the non-conformance	*Yes

Requests to use as is, or repair a non-conformance, must be processed using the suppliers own concession request form and signed by AVoptics.

*Rework must return the part to full compliance and specification.

Note: The supplier is not authorised to dispatch items requiring concession until he has been informed of the applicable Concession Number and the supplier has a copy of the approved concession. This Concession Number must appear on his Certificate of Conformity, each time a delivery is made from the batch that has been approved under Concession.

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19.0 Corrective Actions

- 19.1 If AVoptics performs a supplier audit and finds a non-conformance a request for corrective action will be issued to the supplier. Corrective actions for issues found during an audit will be documented. Before an audit will be closed out all open audit CARs must be answered by the supplier and accepted by AVoptics.

20.0 Special Process Suppliers

- 20.1 AVoptics uses AS9100 or ISO 9001 approved special process suppliers. AVoptics in addition to AS9100 & ISO 9001 approval the special process supplier must demonstrate the ability to satisfy all applicable requirements. Failure to satisfy any requirement will prevent AVoptics from using that supplier.
- 20.2 AVoptics considers the following to be special processes:
- Case Machining
 - Sheet Metalwork
 - Anodizing
 - Soldering
 - Conformal Coating.
 - Painting.
 - Non-destructive testing

21. Counterfeit Parts

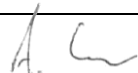
- 21.1 The supplier undertakes for itself and on behalf of its subcontractors that no counterfeit or replica parts have been used in the development and manufacture of the supplied product. Where it is discovered by the Company, its Customer or their representatives that any part supplied by the Supplier in the performance of any Contract incorporates counterfeit or replica parts, the Supplier shall be fully responsible for all costs, claims, expenses and damages associated with the replacement of all affected equipment including recertification and re-procurement costs.

22. Ethical Conduct and Anti-Bribery Compliance

- 22.1 The Supplier shall:
- a. Comply with the Company's Code of Ethics in force from time to time;
 - b. Comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - c. Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - d. Promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the Contract.

23. Conflict Minerals

- 23.1 In accordance with Section 1502 of the 2010 USA Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), it is AVoptics policy and expectation of its suppliers to use due

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Director - A. Lee		Ref.	AV 03 & AV 03-01
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diligence to comply with the legal requirements imposed by the Act, and to provide products free of Conflict Minerals. "Conflict Minerals" refer to cassiterite (tin SnO₂), columbite-tantalite (tantalum), gold, wolframite (tungsten) or their derivatives mined in the Democratic Republic of the Congo and surrounding countries. "Due diligence" means the standard adopted by the Organization for Economic Cooperation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. Upon request, Supplier shall provide AVoptics with all required evidence that its products do not contain or include any Conflict Minerals.

24. Compliance with Laws

- 24.1 AVoptics observe a zero tolerance towards slavery and human trafficking in all our operations and in those of subcontractors, supplier and agents in our global supply chain. Supplier will be equally committed and will warrant that they have thoroughly investigated its labour practices and those of its supply chain, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any suppliers or subcontractor to their organisation.

The supplier confirms that they have put in place all necessary processes, procedures, investigations and compliance systems to ensure that this situation will continue to be the case at all times and they are fully compliant with the Federal Acquisition Regulation, the Defence Federal Acquisition Regulation, the California Civil Code, the UK Modern Slavery Act 2015 and any other applicable anti-slavery and human trafficking laws applicable.

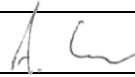
25. Distribution (appropriate access of this document)

Internal

- AVoptics (purchasing)

External

- AVoptics Suppliers - available from website or on request.
- AVoptics Customers (on request)
- Auditors from Certification Bodies (on request).
- AVoptics website: www.avoptics.com

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