



W MACHINE WORKS
Purchase Order Clauses
P-QA-17025 Rev. Y
June 12, 2020

The following Purchase Order Clauses apply, unless otherwise stated.

1. **Supplier-** will fabricate, machine, assemble, or perform service complete per WMW's part number drawing revision levels and purchase order instructions. And shall comply with Dodd Frank Act, Section 1502 Conflict Minerals requirements.
2. **Latest Rev-** Parts must be processed and certified to the latest revision of the designated specification, drawings, process requirements, inspection/verification instructions and other relevant technical data.
3. **Supplier Performance-** is measured by the number of rejections and on-time delivery and is monitored annually, at a minimum.
4. **Delivery –** due is specified on the purchase order and must be kept. If you are going to be late you must notify your WMW buyer and reschedule the delivery date. A delivery will be considered late if it arrives more than 5 days past due date – No product will be accepted if it is more than two weeks early – if WMW requests early delivery, supplier to request updated purchase order to reflect new delivery date.
5. **Inspection-** All work performed, and material received under a WMW contract shall be subject to inspection by WMW and the final consumer. Suppliers producing design characteristics should use AS9102 form or alternate FAIR in alignment with AS9102. Final acceptance by the final consumer is part of this contract. Rejected work may, at WMW's option, be returned to seller or be conditionally accepted. If payment has been made prior to inspection for work subsequently rejected, the supplier will immediately refund such payment or issue credit in the same amount at WMW's discretion.
6. **Production Verification/Production Data-** Suppliers of machined parts (machining, honing, grinding, gear cut, EDM, etc.) shall supply production inspection data that validates conformance of parts to operation requirements. Inspection shall be to a zero-acceptance sampling plan with an AQL of 1.5 or better, unless otherwise instructed on the purchase order. Parts may be immediately rejected if production data is not presented with parts. All machined features shall have production data traceable to part number, PO number/job number, supplier of machined parts, date of manufacture, be easily readable, and aligned with WMW ballooned features. Production data may be provided with hard copies or through electronic format and will be retained as auditable records.
7. **Right of Access-** Supplier must grant WMW, its customers, and regulatory authorities the right of access to applicable facilities, at any level of the supply chain, involved in the order and to all applicable records.
8. **Flow Down-** Supplier must flow down to their sub-tier suppliers all applicable requirements, including key characteristics and customer requirements.
9. **Process/Location Changes-** Supplier shall notify WMW of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location - Prior approval may be required.
10. **Non-conforming Product-** Suppliers must notify WMW when a non-conformance is discovered and must submit, in writing, a request to deliver nonconforming product, and receive approval prior to sending it to WMW. If non-conforming product is received without prior approval, the order will be returned to the supplier.
11. **Certifications-** will be required on any and all materials and processes performed by suppliers.
12. **Certificate of Conformance-** is required with all shipments.
13. **Material Certification-** Supplier shall send with the material a copy of the mill cert. Certs shall show at minimum, heat lot, size, type, specifications, and chemical/physical analysis. Unless otherwise specified, Boeing Clause D607 applies (H900 Sec.26).
14. **Process Certification-** Each shipment shall be accompanied by a copy of process certificates listing all processes (such as welding, heat-treating, surface treatments, finishing, etc.) the specification and revision to which they conform, the performing agency, if other than the supplier, and the identification of material to which it applies by part number, job number, shipper number, purchase order number, PO line #, etc.. The certificate shall include the signature and title of an authorized representative of the seller or performing agency.
15. **Quality Records-** All quality records pertaining to system, contract, or product traceability shall be kept on file a minimum of ten years or 30 years for serialized parts and be easily retrievable. Records shall also be protected, identified, and disposed of IAW WMW instructions.
16. **Quality Responsibility-** Suppliers are responsible for the quality of parts, processes or services supplied including those from approved sources. Verification by WMW does not absolve the supplier of providing acceptable product nor preclude subsequent rejection of product supplied.
17. **Source Inspection-** When specified on the P.O all work is subject to inspection at supplier's facility by WMW prior to shipment. The supplier shall furnish without cost acceptable facilities and equipment for such inspection and shall provide 24 hours advance notice to the buyer when items or processes are ready for WMW source inspection.
18. **Confidentiality-** The seller shall keep confidential all information received from WMW unless required during the manufacturing process. However, at No time shall the seller contact the WMW customer or final consumer unless authorized by your WMW buyer.
19. **Deviations-** Any deviation from the purchase order must be pre-approved by the WMW buyer and in writing prior to performing deviation.
20. **WMW Furnished Items-** Any tools, sample parts, programs, cutters etc. must be returned to WMW at the completion of the order. Additionally, suppliers may only manufacture/process WMW furnished material to the quantity documented on the PO. Prior approval from WMW required to ship in excess of purchase order – an updated purchase order is to be requested prior to shipping. Excess/unused material shall be returned to WMW along with the PO delivery.
21. **Supplied Drawings-** All drawings supplied by WMW are specific to the job number referenced. Upon completion of the order the supplier must return/destroy all provided documents.
22. **Customer Approved Sources-**When performing a customer-controlled process, the seller shall ensure that the process is performed by an approved customer source and all required certifications are submitted to WMW.
23. **Special Processes-** Supplier shall supply WMW with any necessary certifications/records to validate that the process was done correctly. All special processes must be accomplished by trained personnel on approved equipment. Special processes must be validated prior to their use and these processes must conform with the methods and procedures written on the WMW purchase order. All special processes requiring customer approval must be accomplished according to that approval and must be approved at the time of performance. Should the supplier lose their accreditation the supplier must notify W Machine Works of these changes.
24. **Traceability-** Supplier shall maintain traceability and part integrity during processing and delivery.
25. **DFARS (Defense Federal Acquisition Regulation Supplement) -** Unless otherwise stated on the PO, all raw material supplied to WMW (unless supplied domestically) must be compliant to the latest revision of DFARS 225.872-1, All non-electrical standard parts, must have certification from the QCM/OEM or authorized AAM or Authorized distributor (Ref NGC SQAR Item 3.11 Counterfeit Prevention).
26. **ITAR (International Trading and Arms Regulation) -** Unless otherwise stated on the Purchase Order, this document (PO, BP, Model, etc.) This document contains technical data whose export is restricted by the United States Department of State in accordance with the Arms Export Control Act and the

International Traffic in Arms Regulations (ITAR) or the United States Department of Commerce in accordance with the Export Administration Regulations (EAR.) Violations of these export-control laws are subject to severe criminal penalties.

27. **Corrective Action-** In the event that WMW flows down a corrective action requirement and the supplier fails to submit corrective action, WMW will place a financial hold on that supplier until acceptable corrective action is received.
28. **Communication-** All communication regarding the Purchase Order (PO) must go through the listed authorized purchasing agent.
29. **Packaging & Handling-** Products shall be returned to WMW free of contaminants such as oil (unless required by spec), FOD, coolant, etc. Product shall be packaged and handled per PO requirements. When no requirements are specified, parts shall be packaged and returned in a manner that ensures product integrity.
30. **QMS Requirements-** where appropriate, suppliers are responsible for complying with AS9100, ISO 9001, or AC7004 and notifying WMW of any changes in certification, location, or top-level management.
31. **Calibration-** Calibration systems must comply with ANSI/NCSS Z540.1, ISO 10012, or ISO 17025.
32. **Acceptance Authority Media** – Supplier shall have in place a procedure ensuring proper use and tracking of Acceptance Media (e.g., stamps, electronic signatures, passwords) in regards to work completed. These procedures should also ensure that work is completed as planned, in the proper order and that all shop orders, certifications, etc., are only stamped/accepted when work has been completed properly, and by those with the organization's approval to do so.
33. **Counterfeit Material** – Supplier shall employ a Counterfeit Material Protection plan in accordance with AS6174 and/or AS5553.
34. **Contribution to Product or Service Conformity-** Supplier shall ensure that they and their employees are aware and understand their contribution to the safety of the products they are producing, their contributions to the product and/or service conformity, and the importance of their ethical behavior.
35. **Government Rated Orders-** When the PO issued identifies DPAS Rating, the Supplier must comply with government rated orders and are required to follow all provisions of the Defense Priorities and Allocations System regulation ([15 CFR 700](#)).
36. **Force Majeure** - W Machine will not be liable for any delay or failure in performance resulting from labor disputes, war, riot, insurrection, fire, flood, accident, storm, act of God, pandemic, or other causes beyond its control, or from W Machine Incorporated's good-faith compliance with any foreign or domestic governmental law, rule, order or regulation, whether or not it later is held invalid.