

Marotta reserves the right to cancel this order at any time, if there are any delivery or quality discrepancies. All deliveries are required to be at Marotta's dock by the "Delivery By" date or the item will be considered late. Supplier performance will be determined by these criteria. The following numbered clauses apply only as indicated by the box matrix located on the last page of each Purchase Order, or if otherwise indicated by a text note within the body of the purchase order.

1. All clauses apply.
 - A) Seller shall certify compliance with all drawings; specification requirements and items must be free of mercury contamination. This certification must be signed by an authorized agent of the supplier and must contain that persons printed name and title as well. The certification shall reference the applicable purchase order number, part number, serial/lot numbers, quantity and drawing/specification revision level and shall accompany each shipment. (See note 10 for special process certifications). *Use of the latest revision of specifications, drawings, process requirements, and other referenced technical data is required unless otherwise specified in the documentation.*
 - B) (1) All parts/material supplied must be in compliance with DFARS 252.225-7009 superseding DFARS 252.225-7014. (2) POLYCHLORINATED BIPHENYLS PROHIBITION. Seller shall not employ equipment or use material that is known or suspected of containing polychlorinated biphenyls. (3) PROHIBITION OF YELLOW WRAPPINGS OR PROTECTION DEVICES. Seller shall not use yellow wrapping material or attached yellow protection devices such as caps or plugs. (4) BRASS AND COPPER BLACK OXIDE COATED THREADED FASTENER PROHIBITION. Seller shall not use brass or copper black oxide coated threaded fasteners when installing or replacing threaded fasteners in the accomplishment of any work required by this Order. (5) MERCURY EXCLUSION. Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this Order.
 - C) Supplier Subcontracted processes (**Special Processor's**) must be **Marotta Approved**. Traceability to all outside processing must be maintained. Please contact your buyer for a current Marotta Approved Special Processor List.
 - D) The requirements of this order must be flowed down to all sub-tier suppliers.
 - E) Subcontractors shall use best practices to prevent Foreign Object Debris/Damage (FOD). Any parts received with burrs, contamination, excess material, or sharp edges that could result in a FOD event are subject to rejection.
 - F) Changes in manufacturing processes, materials, location of manufacturing, or activities affecting fit, form, or function shall be approved in writing by Marotta Controls, in advance of any change. *Note: The purchase order takes precedence in conflicts and disputes, including existing specification requirements.*
 - G) Our Marotta flow down requires that subcontractors verify and ensure the competency and required qualifications of their employees and their sub-contractors, including are competent aware of:
 - i. their contribution to product or service conformity;
 - ii. their contribution to product safety
 - iii. the importance of ethical behavior

- H) Chemicals, liquids, and/or Hazardous Materials: A Safety Data Sheet (SDS) is required as an attachment with shipment. Please insure the (SDS) meets the requirements of the “content and distribution of the Safety Data Sheet (SDS) and label information,” WAC 296-901-14014 (equivalent to 29 CFR 1910.1200, OSHA Hazard Communications Standard). Statistical Techniques and related instructions for product acceptance.
- I) Statistical techniques and related instructions for product acceptance: DO NOT SHIP UNINSPECTED PARTS. “Industry accepted” Statistical Techniques, related instructions, inspection tool selection, and sampling plans where $c=0$, such as guidelines identified by ASTM E1488 or AIAG’s SPC Manual shall be incorporated by the sub-contractor for control of processes and product acceptance. Any use of non-regulated statistical techniques shall be submitted to Marotta prior to application.
- J) The Supplier shall complete an Inspection Plan for each Part Number that has an Inspection Plan attached to the Purchase Order. Before completing the Inspection Plan, the Supplier shall verify the revision of the Inspection Plan received with the Purchase Order is the latest revision. The Supplier shall retrieve the Inspection Plan of the latest revision, Categorized by Supplier Name and labeled by Part Number, from the FTP site (<https://marotta.govftp.com/>). The completed Inspection Plan shall be uploaded to the FTP site for each shipment. Reference <https://support.ftptoday.com/hc/en-us> for assistance.
2. Seller to furnish copies of original mill material certification identifiable by the material heat or lot number. Chemical and Physical properties must be included as applicable by the required specification. Note, if the original mill is not capable of performing chemical and physical property testing, a certified test report shall be included in addition to the original mill material certification. Transcription of chemical and physical properties is prohibited. These must be included with each shipment.
3. Seller shall furnish copies of actual test results covering material supplied by the Buyer. Certifications in lieu of copies of test results will not be accepted.
- 4.
- A) This order is subject to Government Inspection. All work on this order is subjected to inspection and test by the Government at all times, including the period of performance and places, and, in any event, prior to shipment. The Government Representative who normally services your plant should be notified forty-eight (48) hours in advance of the time articles or processes are ready for inspection or test. A copy of this order must be furnished to the Government Inspector who normally services your plant. In the event the office cannot be located, our Purchasing agent should be notified immediately. Shipping documents must show evidence of GSI.
- B) For orders which do not require Government Source Inspection (GSI): The Government reserves the right to inspect the work included in this order at the Supplier’s plant.
5. Customer Source Inspection
Marotta source inspection is required. Note: Notify the Marotta purchasing agent a minimum of 5 working days prior to date of inspection availability. Notification shall reference Marotta P.O. number, quantity for inspection, inspection type and contact name and number. Marotta source inspection report shall accompany shipment to Marotta.
6. The Buyer, Buyer’s customer and the applicable regulatory authority reserve the right to inspect / test any or all of the materials and workmanship forming part of the order at the Seller’s plant (at any level of the supply chain), during and after manufacture and to all applicable records.

7. The supplier shall maintain a Quality System which conforms to the requirements of:
 - A) Blank
 - B) Blank
 - C) Mil-I-45208 or AS9120 or ISO-9001 or AS9100
 - D) ISO-9001
 - E) Subcontracted Control Requirements (Marotta issued documents)
8. Material Review Board authority is not delegated: nonconforming supplies require approval by the Marotta MRB prior to shipment. The following procedure shall be used when you feel a discrepancy is minor in detail and cannot be corrected through rework.
 - a. Contact our Purchasing department about the non-conformance and we will send you our VIP (Vendor in-process) NCR form.
 - b. Provide as much information as possible, including a statement on the cause and corrective action of the discrepancy.
 - c. Send it back to us we will log it into our system and process it through our MRB.
 - d. You will be notified of the results and given a copy of the NCR to send in with your parts.
 - e. We will provide a copy of the NCR to receiving inspection and process it through our system when your parts are received.
 - f. Verbal approvals from Marotta employees are not adequate for discrepancy approval.

Copies of the approved MRB's must accompany shipment. Supplier's assistance will be required to ensure disposition of Waiver Request's or Vendor Information Requests (VIR) for interpretations, drawing or specification changes, nonconformance acceptance and repair welding authorization by our customer, when required.

9. Radiographic Inspection required. Certified report/film must accompany shipment. Detailed illustration of the location of each view taken of large and/or complicated parts is required.
10. Special Process Inspection Documentation – If any of the following special processes are required per the drawing, Seller shall furnish copies of the following with each applicable order in accordance with the requirements outlined in note 1. Refer to the purchase order or drawing for the required specification.
 - A) Heat-treat certification and cycle report
 - B) Anodize certification
 - C) Plating certification
 - D) Ultrasonic test certification
 - E) Penetrant certification
 - F) Electro-film certification (dry lube)
 - G) Magnetic Particle certification
 - H) Precision cleaning certification
 - I) Passivation. If no specification is provided on the PO or drawing, please use Marotta SP236.

11. First Article Inspection

- A) One assembly to be submitted to our Inspection Department for inspection and / or functional test approval before proceeding with the production quantity on order. Approval will be given in writing from our Purchasing Department.
- B) First Article Inspection in accordance with AS9102. One assembly to be submitted to our Inspection Department for inspection /verification of all requirements noted on appropriate drawing. Submission must be in compliance with SAE AS9102. Marotta approval will be given in writing from our Purchasing Department. Supplier shall not proceed with production without MCI approval of FAI report.
- C) First Article Inspection Report (FAIR) shall be provided, when required, IAW AS9102 or other specified requirements. FAIR package can be sent with parts or submitted electronically via Marotta's FTP site. FAIR package should NOT be sent via unsecured email. If sent electronically, supplier MUST notify the respective Buyer, in writing via email, after upload.

12. CoRe Material Certifications.

Supplier shall provide a material certification traceable to lot, batch, block, or heat number of the mill or original raw material manufacturer for Marotta designed components. Certifications generated by the supplier shall be signed by the material supplier's authorized quality representative and indicate the representative's title. Certification to conflicting forms of material is forbidden. Suppliers shall provide material to specification with no exceptions or addendums. Material shall not be provided as "chemistry only," "capable," "heat- treatable," or with other specified exceptions unless explicitly requested on the Contract, drawing, or specification as appropriate. For consumables (such as Loctite, RTV, Potting Compounds, etc.) and non-metallic raw material (such as plastics, additive/3D printing, etc.), material certification provided shall note the material type or tradename and provide for physical testing results only. For consumables, these results will only be provided if available directly from the source of supply for no additional fee to Marotta.

13. Deleted

14. Shelf Life Data

Submit with each shipment a certification specifying curing data (Reference Mil-STD-1523) and Military Specifications as applicable, and/or "Manufacture Date" as it applies to Gap Pads, Thermal Pads, Sil Pads or any item that has a fixed shelf life.

15. All technicians performing NDT or NDE shall be certified to NAS410 standards.

- A) Welding procedure and personnel Qualification Data
- B) Ultrasonic Testing procedure
- C) X-Ray Procedure
- D) Penetrant Procedure

16. Electrostatic sensitive devices (ESD) must be processed, protected and identified in accordance with MIL-STD-1686 and DOD-HDBK-263, or ANSI-ESD S20.20 as specified per drawing. Requirements specified by Marotta drawings precede all other callouts.

17. Calibration System

The supplier shall maintain a calibration system, which conforms to the requirements of ISO17025 or ANSI/NCSL Z540, unless otherwise specified.

18. Record Retention

Seller shall maintain applicable Inspection/test records for ten years from date of shipment unless otherwise specified.

19. Mercury Contamination

The material supplied under this purchase order shall contain no metallic mercury and shall be free from mercury contamination. This statement shall be certified to in your certificate of conformance. These requirements shall be included in any subcontract or purchase order hereunder and the contract shall insure subcontractor compliance with these requirements.

20. Level I / Subsafe (Pressure Boundary) procurement clause LI/SS applies (if you did not receive this clause request from the buyer). Material supplied must be in compliance with DFARS 252.225-7009 superseding DFARS 252-225-7014. In case of foreign certification, traceability or conversion of foreign language or units of measure into English or current U.S. units of measure shall be annotated on the furnished foreign certifications, if space permits, or placed on an addendum in the same format as the foreign certification data. Such translation or conversion shall be identified as to origin with name, title, signature, and date of the authorized representative of the company making the translation or conversion.

21. Inspection / Test Data.

- A) Furnish normal attributes or variables Inspection / test data demonstrating conformance to the requirements.
- B) Variable test measurement data (actual readings) for functional parameters.
- C) Variable dimensional measurement data (actual readings) for functional parameters.
- D) Inspection of Class 3 threads shall be in accordance with Fed-STD-H28 System 22. A Certificate of Conformance shall be supplied to Marotta, including a statement of conformance to FED-STD-H28.

22. For use in Manned Space Flight. Materials, manufacturing and workmanship of the highest quality standards are essential to Astronaut safety. If you are able to supply the desired item with a higher quality than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of the Purchaser.

23. Counterfeit Work

- A) For purposes of this clause, Work consists of items delivered under this Purchase Order to the lowest level of separately identified parts (e.g. piece parts, electronic/electrical components, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or manufactured under an approved process or method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- B) SELLER agrees and shall ensure that Counterfeit Work is not delivered to Marotta Controls, Inc.
- C) SELLER shall only purchase products to be delivered or incorporated as Work to Marotta Controls, Inc. directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. **Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Marotta Controls, Inc.**

- D) SELLER shall immediately notify Marotta Controls Inc. with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by Marotta Controls Inc., SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- E) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Purchase Order addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- F) In the event that work delivered under this Purchase Order constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Work with genuine Work conforming to the requirements of this Purchase Order. Notwithstanding any other provision in this Purchase Order, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Marotta Controls, Inc's costs of removing Counterfeit Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to remedies Marotta Controls Inc. may have at law, equity or under other provisions of this Purchase Order.
- G) SELLER shall include paragraphs A) through E) and this paragraph G) of this clause or equivalent provisions in lower tier subcontracts for the delivery items that will be included in or furnished as Work to Marotta controls, Inc.

24. Flight Safety Critical item

Materials, manufacturing and workmanship shall be of the highest quality. If you are able to supply the desired item with a higher quality than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of the Purchaser.

DOCUMENT REVISION HISTORY

| Rev | Description of Change | Initiator | Date |
|-----|--|--------------|------------|
| 11 | <p>Sec 1d: changed "any" to "all"</p> <p>Sec 1f: added "in writing" and "in advance of any change."</p> <p>Sec 1g: added " verify and ensure the competency and required qualifications of their employees and their sub-contractors"</p> <p>Sec 1i. Statistical techniques and related instructions for product acceptance DO NOT SHIP UNINSPECTED PARTS. "Industry accepted" Statistical Techniques, related instructions, inspection tool selection, and sampling plans where c=0, such as guidelines identified by ASME's ASTM E1488 or AIAG's SPC Manual shall be incorporated by the sub-contractor for control of processes and product acceptance. Any use of non-regulated statistical techniques, shall be submitted to Marotta prior to application</p> | B. Krol | 12/3/2018 |
| 12 | Addition of Clause 12 for CoRe material Certification. Clause 15. Added All technicians performing NDT shall be certified to NAS410 standards. Addition of clause 24 for Flight Safety Critical items. | D. Hingul | 6/6/19 |
| 13 | Section 7 updated to remove out of date standards and D added for ISO compliant systems required | D. Landesman | 10/22/2019 |
| 14 | Added 1J for use with IP – Inspection Plans | C. Kiley | 2/11/2020 |
| 15 | Updated section 10 to reference use of specification. Updated section 17 with ISO17025 requirement. | N. Opsasnick | 9/30/2024 |
| 16 | Added 11C for clarity on FAIR requirements for suppliers | K. Schloss | 5/22/2025 |
| 17 | Change record retention from seven years to ten years (Section 18). Refer to CAR 5202. | T. LaGrange | 2/17/2026 |