



WEATHERFORD AEROSPACE, LLC

STANDARD PURCHASE ORDER QUALITY TERMS AND CONDITIONS

Note to Suppliers: Terms and Conditions have been revised. Please review document upon receipt.

Q-1 Quality Management System (Formerly Quality System)

The supplier shall have a quality management system that complies with a recognized International Standard. Independent certification/registration is required under the Aerospace Industry controlled AS9104 process. Certification/registration under AS7003 (Nadcap) is an acceptable alternative.

The supplier that obtains certification/registration to a recognized International Standard and subsequently changes certification/registration bodies (CRB), loses its registration status, or is put on notice of losing its registration status, shall notify Weatherford Aerospace's Purchasing Department within three (3) days of receiving such notice from the supplier's registration body (CRB).

Recognized International Standards include, but are not limited to, the following:

ISO 9001 Quality Management Systems – Requirements

ISO 17025 General Requirements for the Competence of Testing and Calibration Laboratories

AS9100 Quality Management Systems – Requirements for Aviation, Space and Defense Organizations

AS9120 Quality Management Systems – Aerospace – Requirements for Stockists/ Distributors

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.1

AC 7004 Aerospace Quality System Requirements for Nadcap Accreditation

AC 7006 Nadcap Audit Criteria Equivalent to ISO 17025

Q-2 Special Process Certification (Formerly Special Processes)

Fulfillment of this contract/purchase order requires performance of special processes. Special processes shall be performed only by suppliers that have been survey/assessed and qualified/approved as follows:

Suppliers performing special processes to Prime Customer (i.e. OEM) specifications shall require Prime Customer qualification/approval.

Suppliers performing special processes to National and International Standards (e.g. ASTM, SAE, and NAS) shall require Nadcap qualification/approval, unless approved by Prime Customer.

A special process certification shall be provided with each shipment of item(s) delivered on this contract/purchase order. Special Process Certifications may be in supplier format and shall include the following:

- Weatherford Aerospace Purchase Order number
- Part number(s)
- Serial and/or lot numbers, of the hardware processed (if applicable)
- Material process specification and revision

The supplier shall provide to Weatherford Aerospace Quality Assurance all documentation showing evidence of qualification/approval for special processes.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.2



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Q-3 Record Retention (Formerly Supplier Records)

The supplier and the supplier's subcontractors shall maintain verifiable objective evidence of all inspections and tests performed, results obtained and dispositions of non-conforming articles. These records shall be identified to associated articles, including heat and lot number of materials, unit or lot serialization. These records shall be made available to Weatherford Aerospace and/or government representatives upon request and shall be retained in a safe, accessible location for a period of ten (10) years after date of delivery or as defined in the purchase order or contract.

Records held for the required retention period shall not be destroyed without Weatherford Aerospace's written concurrence.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.6

Q-4 Right of Access (Formerly Right of Entry)

Work under this contract/purchase order is subject to government, Prime Customer and/or Weatherford Aerospace surveillance/inspection at the supplier's facilities and sub-tier supplier's facility. If a surveillance/inspection is to be conducted by Weatherford Aerospace the supplier will be notified prior to this event.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.2.1

Q-5 Material Identification, Damage and Count (Formerly Identification)

Each article delivered under this contract/purchase order must be identified with a part number or other identification in agreement with the article ordered. All purchased materials and services are subject to inspection for compliance to this contract/purchase order and all applicable quality clauses. No material or process substitutions, quantity variations or splits from the contract/purchase order may be made without prior written authorization from Weatherford Aerospace Purchasing Department.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.2.7

Q-6 Technical Data (Edited text, changed last sentence)

Supplier shall comply with all specifications and engineering drawings stated in the purchase order. Supplier shall comply with the most stringent specification in the event of a conflict between specifications. If specification revision is not identified, contact Weatherford Aerospace.

Q-7 DELETED (See Q-5) (Formerly Traceability)

Q-8 Packaging, Handling and Labeling Requirements (Formerly Preservation)

The supplier shall be responsible for ensuring that items provided under this contract/purchase order are packaged in such a manner that the dimensional integrity is preserved, contamination and corrosion are prevented, and no physical damage occurs. Packaging when specified shall be in accordance with the drawing, appropriate ASTM, MIL, or other applicable Weatherford Aerospace specified requirement and prevent damage, deterioration, substitution or loss in transit. The supplier shall label the exterior of the package to ensure adequate identification of precautions needed to ensure the integrity of the product being shipped. The supplier must specify the handling and shipping methods that ensure proper and on-time delivery without damage to the product. The supplier shall ensure that special labeling requirements shall also be listed in the appropriate shipping documents and on each package.



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Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.3.3

Q-9 Approved Suppliers (Edited text)

If subsequent processing is employed, the supplier must verify their processor is a Weatherford Aerospace and Prime Customer approved.

Q-10 Certificate of Compliance for Raw Materials (Formerly Test Reports)

Supplier will include with each shipment the raw material manufacturer's test report (e.g. mill test report) that states that the lot of material furnished has been tested, inspected, and found to be in compliance with the applicable material specifications. The test report will list the specifications, including revision numbers or letters, to which the material has been tested and/or inspected and the identification of the material lot to which it applies.

When the material specification requires quantitative limits for chemical, mechanical, or physical properties, the test report will contain the actual test and/or inspection values obtained. For aluminum mill products (except castings), certifications for chemistry may indicate compliance within the allowed range. Certifications for physical properties will show actual values.

When supplier supplies converted material produced by a raw material manufacturer, the supplier shall submit all pre and post conversion chemical/physical tests reports.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.6

Q-11 DELETED (See Q-8) (Formerly Packaging)

Q-12 DELETED (See Q-5) (Formerly Shipping Tolerance)

Q-13 Nonconformance Control and Reporting (Formerly Rejections)

Per this requirement Weatherford Aerospace grants NO authority to disposition product or process nonconformances to the supplier or its sub-tier suppliers. Repair is not allowed under this clause.

The controls and related responsibilities for dealing with nonconforming product shall be defined in a documented procedure. The supplier's documented procedure shall also define the responsibility for review and authority for the disposition of nonconforming product and the process for approving personnel making these decisions.

When a nonconformance is discovered, a review process shall be initiated with identification and documentation of the nonconformance. This review shall be the initial step performed by the supplier to determine if the nonconformance needs to be reported to Weatherford Aerospace, and to determine if the nonconformance is minor and can be reworked to a condition that completely conforms to the drawing or specification requirements.

This review does not negate the requirement to identify, segregate, document, and report and disposition nonconformances.

Nonconformances shall be reported to Weatherford Aerospace as soon as it is detected and determined not to be re-workable and may be salvageable. When notification is required, notification shall be within 3 working days after the nonconformance is discovered. This requirement applies to all procurements.

Any nonconformance discovered by the supplier, on products in their control, shall be documented by the supplier's approved method of nonconformance reporting. AS9131 is an acceptable means of reporting.

This shall include a detailed description of the nonconformance; location (by drawing reference point,



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hardware reference point, clock location, etc.); and exact callout of the violation by drawing or specification requirement (including sub-paragraph or illustration number). It shall also list what type of inspection revealed the discrepant condition, and what, if any, subsequent actions were taken prior to disclosure. Dimensional violations shall include “should be” and “is” dimensions, and tool(s) calibration traceability numbers.

The supplier shall ensure that product, which does not conform to product requirements, is identified and controlled to prevent its unintended use or delivery until dispositioned or scrapped after review.

Deliverable submittal: Nonconformance Control Plan and NCR submittals

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.4

Q-14 Acknowledgement

Supplier acknowledgement and acceptance of applicable Contract/Purchase Order Quality Clauses is confirmed with acceptance of this purchase order.

Q-15 100 Percent Inspection Reporting (Formerly Inspection Records)

The supplier shall submit 1 reproducible copy of all inspection documentation stamped by the responsible inspector showing 100% inspection for all characteristics noted on the drawings, for all parts submitted under this contract/purchase order.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.3

Q-16 Change Authority (Formerly Changes)

This procurement is for a product, part or process that is critical in nature to the end item or vehicle. The supplier shall provide in writing advance notification to Weatherford Aerospace of any change(s) to tooling, facilities, materials or processes of the delivered item including sub-tier supplier changes. This includes, but is not limited to, fabrication, assembly, handling, testing, facility location or introduction of a new sub-tier supplier.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.2.4

Q-17 Flow Down Requirements (Flowdown)

This requirement mandates that all applicable requirements that are invoked or applied by Weatherford Aerospace's contract/purchase order, including this clause, shall be flowed down to the supplier's sub-tier suppliers.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.5

Q-18 First Article Inspection (FAI) (Changed text)

The supplier is required to perform first article inspection on the items in this contract/purchase order. First article inspections shall be in accordance with SAE AS9102. The inspection records and data shall be per AS9102 and shall identify each characteristic and feature required by design data, the allowable tolerance limits, and the actual dimension measured as objective evidence that each characteristic and feature has been inspected and accepted by the supplier's quality and/or inspection function. When testing is required, the parameters and results of the test shall be recorded in the same manner.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.1

Q-19 Calibration System (Formerly Calibration System Requirements)



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The supplier shall have a documented calibration system that meets the requirements of ISO 10012 Quality Assurance Requirements for Measuring Equipment, ANSI/NCSL Z540-1 General Requirements for the Calibration Laboratories and Measuring and Test Equipment, or ISO 17025 General Requirements for the Competence of Testing and Calibration Laboratories.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.2

Q-20 Material Safety Data Sheets (MSDS) (unchanged)

Material safety data sheets (MSDS) are required with shipment of all applicable material.

Q-21 Limited Life and Age Controlled (Shelf Life) Item Documentation (Age Sensitive Material)

Products on this purchase order require submittal of date of manufacture when shelf life is based on date of manufacture, or date of shipment from the manufacturer when shelf life is based on date of shipment, as appropriate, based on specified method of shelf life determination.

Upon shipment, shelf life remaining shall meet the minimum shelf life specified on the purchase order. If no shelf life is specified, 75 percent of the shelf life shall be remaining on products on this order.

Certification must contain the following:

- Weatherford Aerospace Purchase Order Number
- Weatherford Aerospace part number (as applicable)
- Manufacturer's name, lot, heat, batch, date code, and/or serial number (as applicable)
- Date of manufacture
- Date of shipment from manufacturer or supplier (as specified on purchase order)
- Supplier's name and supplier's point of contact
- Date

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.9

Q-22 DELETED (See Q-13) (Non-Conformance/Corrective Action)

Q-23 DELETED (See Q-13) (Nonconformance Notification)

Q-24 Certificate of Compliance – Products (Certificate of Conformance)

Organizations shall provide a certification with each shipment to attest that the parts, assemblies, sub-assemblies, or detail parts conform to the contract/purchase order requirements. When applicable, the true manufacturers, lot, heat, batch, date code, and/or serial number must appear on the certification.

Certification must contain the following:

- Weatherford Aerospace Purchase Order Number
- Line Number
- Part Number
- Name and address of manufacturing or processing location
- Manufacturer's lot, heat, batch, date code, and/or serial number (if applicable)
- Quantity and unit of measurement (each, box, case, gallons, etc.)



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- Be signed and dated by an official of the supplier's company.

And the following statement shall be included on the certificate:

The applicable material test results, process certifications and inspection records shall be available upon Weatherford Aerospace's request. Inspections necessary to determine the acceptability of all articles under this order were completed. All articles submitted in this order are subject to final acceptance by Weatherford Aerospace.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.5

Q-25 DELETED (See Q-10) (Formerly Certified Test Data)

Q-26 BUY AMERICAN (Formerly DFARS 252-225.7014)

Supplier warrants that the goods delivered under this purchase order will be mined or produced in the United States or manufactured therein, to the extent and manner required under the Buy American Act (41 U.S.C. Sec. 10a-10d), the Trade Agreements Act (if applicable) and the applicable determination thereunder referred to in Part 25 of FAR and Part 225 of the DOD FAR Supplement.

Q-27 Prime Customer Flow-Down (Formerly Subcontractor Flow-Down)

Note: The following statement must be included in its entirety on all outside process operations directly linked to Prime Customer purchase orders with appropriate applicable customer and references noted and identified.

"Processing to be accomplished in performance of this purchase order is directly related to a (Prime Customer Name) purchase order and must be accomplished in accordance with process specification(s) on this Weatherford Aerospace purchase order and (applicable customer references)."

Q-28 Foreign Object Damage (FOD) (Foreign Object Debris/Damage Control (FOD) Program)

For articles, particularly components and assemblies susceptible to foreign object damage, the supplier shall ensure articles are free from foreign objects and foreign object damage resulting from processing or assembly and packaging operations. Use of NAS 410 standard for guidance is recommended.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.3.2

Q-29 Counterfeit Parts and Material (edited text)

Supplier is hereby notified that the delivery of counterfeit/suspect product is prohibited. The supplier shall not misrepresent used or reclaimed parts and material as new. The supplier shall have a system for preventing counterfeit parts and material from being incorporated into products delivered to Weatherford Aerospace and our customers. Supplier shall flow-down this requirement to the original manufacturer and processor of the parts and material.

Q-30 Certificate of Compliance for Calibration (New)

The supplier shall submit for each item calibrated, one reproducible record of actual calibration results, including applicable graphic and tabular data. Records shall be traceable to the individual item tested, by part number, serial number and customer's order number for the item shipped. The supplier's calibration certificate shall include a unique calibration tracking number, tolerance range, and when applicable, environmental conditions for each parameter calibrated. The certificate shall also state the operating error per specifications, the degree of correction of out of tolerance condition and remaining out of tolerance condition, if applicable. The use of ANSI/NCSS Z540.3 standard for guidance is recommended.



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Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.7

Q-31 Control of Documents (New)

Acceptance of this contract/purchase order will require any changes that are made to the supplier's quality management system documentation shall be reviewed and approved by Weatherford Aerospace prior to being enacted. The exact document(s) that must be approved is subject to agreement between Weatherford Aerospace and the supplier.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.1.7

Q-32 Weatherford Aerospace Source Inspection (WASI) (New)

Weatherford Aerospace source inspection is required prior to shipment of articles from the supplier's facility. Upon receipt of this order and prior to commencing work, promptly notify Weatherford Aerospace Quality Assurance so that the appropriate inspection plan can be coordinated.

In the event that Weatherford Aerospace Quality Assurance does not normally service the supplier's facility, immediately notify Weatherford Aerospace Purchasing to obtain a point of contact for the appropriate Weatherford Aerospace Quality Assurance assignment.

Source inspection shall be conducted by Weatherford Aerospace Quality Assurance at the supplier's facility or where designated in the contract/purchase order. The supplier shall notify Weatherford Aerospace Quality Assurance a minimum of 5 working days in advance of the time the articles or materials are ready for inspection or test.

The supplier shall make available to Weatherford Aerospace Quality Assurance all applicable drawings, specifications, procedures, statements of work, Weatherford Aerospace's contract/purchase order, test software, and changes thereto, related inspection and/or test equipment, and such other information as may be required to satisfactorily perform the inspection and tests required under this contract/purchase order.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.2.3

Q-33 Sampling Plans (New)

Acceptance of this contract/purchase order requires the supplier to submit any sampling plans used for product acceptance to Weatherford Aerospace Quality Assurance for approval prior to use. This requirement is applicable to the supplier and to the supplier's sub-tier contractors. Sampling is not permitted until the sampling plans have been approved.

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.3.4

Q-34 Shipping Documents (New)

The supplier shall furnish Commercial Shipping Documents/Packing List, capable of being photographically reproduced through two (2) additional reproductions, showing the following (as applicable):

- Purchase Order Number
- Part Number(s)
- Description
- Quantity Ordered



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- Quantity Shipped
- Lot/Date Code/Serialization (as applicable)
- Any handling constraints or cautions such as, but not limited to:
 - Optics, open only in clean room environments.
 - Moisture sensitive components, open/store only in humidity controlled area.
 - Shock sensitive components (shock monitoring should be specified if required).

Reference: SAE ARP 9009 Aerospace Contract Clauses, 4.4.4