

**VERMILLION, INCORPORATED (VI)
SUPPLIER QUALITY
ASSURANCE PROVISIONS
(VSQAP)**



TABLE 1
GENERAL REQUIREMENTS – Applicable to all VI Purchase Orders

| REQUIREMENT NAME | REQUIREMENT |
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| Surveillance & Right of Entry | Representatives of VI, its customers, Government, and/or regulatory agencies (if applicable reserve the right to visit the supplier and its suppliers with the intent of performing surveillance activities including inspections, surveys, and audits with the intention of verifying conformance to product requirements, general requirements, and specific requirements as invoked by the VI purchase order. In addition VI and its customers reserve the right to visit to resolve product quality issues. |
| Design and/or Process and/or Material Changes | The supplier shall not implement changes to VI drawings and/or specifications and/or materials without written approval from VI. |
| Submission of / Delivered Nonconforming Material | Items not in conformance with the requirements of the purchase order, VI drawings, specifications, and industry standards referenced therein, or that cannot be corrected through continuation of the original manufacturing process or by rework, shall not be submitted to VI without prior written approval. Submittals shall include supplier-recommended disposition(s) with sufficient technical justification. Supplier shall also evaluate each nonconformance for its potential to exist in previously produced or delivered material. If a nonconformance exists in a previously delivered item, Supplier shall notify VI, in writing, within 24 hours and provide the following information: 1) description of nonconformance 2) affected purchase orders, delivery dates, quantities, and lots. |
| Return of Nonconforming Material | Nonconforming items returned from VI which are subsequently resubmitted by the supplier following material review disposition activities shall bear a particular indication of such resubmission on the accompanying paperwork and shipping documents. Reference shall be made to the VI rejection documentation and evidence presented to demonstrate that the causes for rejection have been corrected. |
| Corrective Action | When requested by VI, the supplier shall investigate nonconformities to determine root cause(s) of failures, and take effective action(s) as appropriate to correct the items and prevent future failures. Unless otherwise requested by VERMILLION, such corrective action(s) may be documented in the supplier's format. |
| Calibration | The supplier shall only utilize inspection and test equipment for acceptance that has been calibrated to the requirements of ANSI/NCSS Z540.1-1994 or other industry recognized standards. |
| Flow Down Requirements | The supplier shall insure that requirements be flowed down to sub-tier suppliers, including key characteristics where required. |
| Traceability | The supplier shall maintain internal traceability to the raw material level, and shall be able to provide such traceability within a reasonable time frame and at no cost, if requested by VI. |

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| Certificate of Conformance | A legible "Certificate of Conformance" (C of C) statement shall be provided with each shipment submitted to VI. The C of C shall be in the supplier's format and may either be a separate document or may be included within the packing list. The C of C statement shall state that the items were produced in conformance with requirements as specified in the VI purchase order. As a minimum, the C of C shall note 1) the manufacturer or distributor's name and address; 2) the VI purchase order number; 3) the part number(s) and revision(s) when applicable; 4) traceability information including serial numbers, lot codes, or date codes as appropriate; and 5) signature of the supplier's authorized representative. The C of C shall contain enough additional information as necessary to facilitate traceability to supporting supplier documentation, which shall be maintained on-file by the supplier and available for retrieval if necessary. |
| Test Data/Reports | For all Mil-Spec Wire, Cable, and Shrinkable Products, including Shrinkable Products contained in kits, Test Report(s) and/or Certificate(s) of Analysis are required. |
| Record Retention | The supplier shall maintain all records supporting items shipped against this PO for a period of no less than TEN (10) YEARS from the date of shipment to VI. |
| Change of Facility or Ownership | The supplier shall notify VI when manufacturing operations being performed in support of this purchase order are moved to another facility with a separate street and / or city address. Supplier shall also notify VI if ownership of the supplier has changed. |
| Revision Control | Any reference to standards, specifications or procedures listed on this document shall be interpreted as the latest revision of that standard, specification or procedure unless otherwise defined in the contract. |
| Counterfeit Materials Risk Mitigation | The supplier shall ensure only new and authentic materials are delivered to VI. The supplier agrees and shall insure that Counterfeit work is not delivered to VI. For all purchase orders for Electrical, Electronic, and Electromechanical (EEE) parts the supplier shall have a Counterfeit Materials Avoidance process that is compliant with SAE AS5553 (OEMs/Users of Electronics) and/or SAE AS6496 (Authorized Distributors of Electronics). For non-electronic parts, SAE AS6174 applies. For all Manufacturer's including Value Add Servicers, written approval is required by VI to utilize components, materials, and/or services that are not directly procured from the OEM/OCM or its authorized Distributor. For all Distributors, the distributor must provide notification in writing to VI prior to acceptance of any contract in which it intends to deliver product or services for which it is not an Authorized/Franchised Distributor. |
| Conflict Minerals | VI requires all products supplied against this purchase order to be in compliance with the Frank-Dodd Act, formally known as Public Law 111-203, H.R. 4173 Section 1502. Suppliers may be required to complete and submit Conflict Minerals Reporting Template (CMRT), latest revision, on an annual basis. |
| Electrostatic Sensitive Devices | Electrostatic Sensitive Devices must be processed, protected, packaged, and identified in accordance with ANSI.S20.20, MIL-STD-1686 or DOD-HDBK-263. |
| Shelf Life | Items having a shelf life must be so identified. Pertinent shelf life (expiration date, etc.) must be included with the material. A minimum of 75% shelf life must be remaining upon receipt of material at VI and may be cause for rejection if less than 75%. |
| Solderability | Wire, Cable, and Solderable components must meet Solderability requirements per ANSI-J-STD-002. |
| SDS (MSDS) | Should a Material Safety Data Sheet (MSDS) or Safety Data Sheet exist for the product(s) on this order, a copy must be included with the shipment. |
| Foreign Object Damage (FOD) | The supplier shall establish, document and maintain a program to control, and eliminate FOD and/or contamination during the supplier's manufacturing, assembly, test, inspection, packaging and shipping operations. When applicable, the supplier's FOD control program shall include controls to preclude FOD or contamination at the supplier's sub-tier sources. |

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| Digital Definition | Items included as part of a purchase order where the definition of the item being produced is defined by electronic file definition, such as 3D models, the files shall be opened/viewed using the native software for each applicable file type. Use of viewers is acceptable to open said files provided that said viewer has been confirmed to be able to open said file types without loss of data. Supplier bears sole responsibility for confirmation. Supplier acknowledges and assumes all liability of opening of said files types with anything other than the native software of said file type, opening in software other than the native software could result in data loss and acknowledges that they are doing so at their own risk. Supplier shall bear sole responsibility for pricing and shall have no remedy for pricing that was derived by any other software other than that software of the native file type. |
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TABLE 2
SPECIFIC REQUIREMENTS – VSQAP Codes as Invoked by VI Purchase Order

| CODE | REQUIREMENT NAME | REQUIREMENT |
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| VQ1 | First Article Inspection | The supplier shall perform a First Article Inspection (FAI) on one piece chosen at random from the first lot presented for VI acceptance. The FAI shall be performed and documented per the requirements of SAE AS9102, latest revision in effect at time of order placement. A copy of the FAI report shall be submitted to VI with the shipment. If discrepancies are noted during the FAI, the supplier shall promptly notify the VI Buyer for directions. |
| VQ2 | Quality System Approval | The supplier's quality system will require VI Quality Assurance approval prior to approval of the shipment of material. The supplier's Quality System is subject to annual written or on-site audit conducted by VI Quality Assurance or designated representative. |
| VQ3 | Approved Suppliers List (ASL) | When imposed, the Supplier may only utilize the special processors and/or suppliers listed or noted in the purchase order. |
| VQ4 | Test Data / Reports for Non Mil-Spec Material | Test Report(s) and/or Certificate(s) of Analysis are required in addition to Certificate of Conformance. |
| VQ5 | Certification of Special Processes | The Supplier shall furnish a copy of a Certificate of Conformance for Special Processes. Supplier shall utilize NADCAP Certified Suppliers only. Special processes are specifically identified as the following: plating – cadmium, copper, gold, nickel, silver, tin, tin lead, zinc and zinc phosphorus; anodic coatings - aluminum, titanium; liquid oxygen cleaning; dye penetrant; radiography; magnetic particle examination; heat treatment; soldering; welding – fusion, electron beam and spot; brazing – vacuum & dip braze, torch & nickel. Other processes not identified herein are defined as standard processes and are not subject to NADCAP approval requirement unless otherwise specified. Supplier shall certify process equipment, procedure and personnel as indicated in the applicable specifications and standards. Special processes that are |

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| | | subcontracted by the Supplier shall be approved and certified by the Supplier for process specification compliance, subject to VI review and approval. |
| VQ6 | Government Inspection | Government inspection is required prior to shipment from your plant. Upon receipt of this order promptly furnish a copy to the Government representative who normally services your plant, or if none, to the nearest Army, Navy, Air Force or Defense Supply Agency Inspection Office. In the event the representative or office cannot be located, our buyer should be notified immediately. Shipping documents must show evidence of GSI. |
| VQ7 | Vermillion Source Inspection | Notify Vermillion Procurement a minimum of 5 working days prior to date of inspection availability. Notification shall reference VI Purchase Order number, quantity for inspection, inspection type and buyer's name. Evidence of VI Source Inspection shall accompany material shipped. |
| VQ8 | Eye Exams | The supplier of calibration services shall require that employees performing visual inspection, other product acceptance activities and/or M&TE calibration that require visual acuity shall be administered eye exams annually. Exams must be administered by medically trained/qualified person and shall meet the minimum requirements of Snellen 4/18, (20/30), or Jaeger 2. Color perception testing is required one time only. |
| VQ9 | Commercial Item | No documentation required. |
| VQ10 | DPD/MBD A | The supplier of shall adhere to the requirements of Boeing D6-51991 sec 6.2 and 6.4 or MAA1-10009-1 sec 1.6.A and 1.6.C. |
| VQ11 | DPD/MBD B | The supplier of shall adhere to the requirements of Northrop Grumman SQARSUP-0100 sec 5.A.1. and 5.A.2 |
| VQ12 | ISO 17025 | The supplier of calibration services shall maintain current ISO 17025 accreditation. |