



AeroGlow Int. Ltd  
Supplier Quality Control  
A Contract Requirement  
AGI Doc. 0013

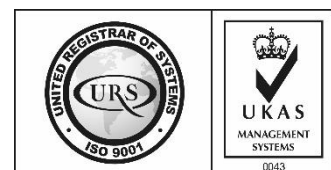


Table of Changes		
Date	Version	Reason for Change
2015	1	Original Issue
January 2019	2	General update
April 2019	2b	New Paragraph 18, Supplier Scorecards Updates to Paragraphs 14, 17, & 18 following customer audit. Revision of Paragraphs 13 and 30 to eliminate duplication. Removal of Paragraph 11f.
May 2019	2c	Removal of Para 4k. Update to Para 6a. Update to Paragraph 12c Paragraph 15 removed, content merged with Paragraph 18, becoming Paragraph 17. Update to Paragraph 20. Update to Paragraph 25, correction to reference therein.
May 2019	3	Released edition
February 2020	4	Addition of new Para 32. Employment Regulations.
June 2020	5	New paragraph 25b. New paragraph 11d. New paragraph 32 Cyber Security.
August 2020	6	Changes to Para 17 Supplier Scorecard scoring matrix

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## 1. Scope

- a. This document details the requirements to be satisfied by the suppliers to AeroGlow Int Ltd (Trading as AeroGlow International) (hereinafter referred to as AGI). AGI requires that each supplier (your business) 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.
- b. These contract requirements are additional to the details on our Purchase Order (which focus on product quantity, logistics, part descriptions, special references, etc. with reference to the product required).

## 2. Purpose

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

## 3. Related Documents

- a. This Suppliers' Requirements document forms part of a set of documents with which all suppliers must comply. The complete set is as follows:
  - i. Supplier Requirements (Ref: 0013)
  - ii. Non-Disclosure Agreement (Template Ref: 0014)
  - iii. Supplier Selection & Assessment (Template Ref: 0002)
- b. All documents must be reviewed and signed before the exchange of (inter alia) technical information, drawings, schematics, pricing or other commercial details; in tangible or intangible formats.

## 4. Approval Requirements

- a. Suppliers shall as the terms so require, produce, service, release and deliver all products in accordance with the Purchase Order and all requirements identified therein against the specification provided.
- b. AGI requires its suppliers to be certified against AS 9100 (current version) when contracted for the supply of defence and or aerospace work.
- c. For non-defence work the supplier may be certified against ISO 9001 (as a minimum requirement) for product and or services supplied.
- d. If a test and or calibration laboratory, the supplier must be ISO 17025 accredited by UKAS (or another EA recognised national accreditation body).
- e. Suppliers that do not comply with any of the terms of the document may be used by AGI where the skills and performance justify such and when formally approved by AGI management.
- f. All certification awarded must be accredited by UKAS (or similar notified body under the mutual recognition agreement (MRA) for international accreditation – refer to EA – EC notified bodies).
- g. Engineering services (including individuals) provided to AGI shall be professionally and technically competent and shall indemnify AGI for the technical advice provided.

- h. Signed copy certificates confirming qualification shall be provided to AGI on request.
- i. All products shall be produced 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 AGI.
- j. Material Stockists / Distributors / Franchised Distributor shall hold as a minimum ISO9001: 2015 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).
- k. In the event that a supplier has its accredited certification removed, the supplier must immediately inform AGI in writing stating reason for withdrawal of same.

## 5. General

- a. Enquiries concerning the content of this document and other referenced documents, or requests for additional copies should be referred to AGI's representative responsible for the Purchase Order.
- b. The requirements of this document and of AGI 002 Supplier Assessment & Selection will be used in to provide both existing and potential suppliers with visibility of the current Quality & Standard requirements and expectations of AGI contracts.
- c. It is the policy of AGI 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.
- d. 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 AGI in writing. AGI 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 AGI. Such formal agreement must be retained by the supplier.
- e. Verbal agreements are not acceptable.
- f. Suppliers shall maintain AGI 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).

## 6. Intellectual and Commercial Property

- a. All documents, & specifications remain the sole and exclusive property of AGI. This includes, but is not limited to information on pricing, testing, qualification, and certification.
- b. All information pertaining to AGI's customers, contacts, and agreements is commercially confidential. Use of any such information by suppliers to develop products or bid in competition with AGI will be considered a breach of contract.

- c. Prior to contract, the Supplier will disclose any historical activity or information, and/or disclose any future intent with respect to the development or marketing of products that might be deemed as competitive to AGI.

## 7. Exclusivity; Non-Solicitation; Non-Hire.

- a. For so long as Supplier sells goods to AGI and for one year after AGI's last receipt of goods from Supplier, Supplier covenants and agrees that Supplier shall not do any of the following, directly or indirectly, anywhere in the world:
  - i. except with respect to Purchase Orders between AGI and Supplier, Supplier will not engage or participate in the business of designing, manufacturing, marketing, selling, or offering for sale Vehicle or Egress Lighting Products for armoured vehicles, or become interested in (as owner, stockholder, lender, partner, co-venturer, director, officer, employee, agent, consultant or otherwise) any third party engaged in the business of designing, manufacturing, marketing, selling, or offering for sale Vehicle or Egress Lighting Products;
  - ii. Supplier will not influence or attempt to influence any Supplier of goods or services to AGI or any other third party with which AGI has a business relationship to terminate or modify any written or oral agreement or course of dealing with AGI; or
  - iii. Neither party will (1) influence or attempt to influence any third party to either terminate or modify his or her employment, consulting, agency, distributorship or any other arrangement with the other party, or (2) employ or retain, or arrange to have any other third party employ or retain, any third party who has been employed or retained by either party at any time within the two-year period preceding such proposed employment or retention.

## 8. Right to Market Supplier Product as Exclusive.

- a. Supplier understands that AGI may advertise and/or otherwise market the HaLO Product provided by Supplier to AGI pursuant to any Purchase Orders as "exclusive" to AGI and/or are "exclusively" available to AGI's customers.
- b. Supplier hereby represents and warrants that such Egress/Vehicle Emergency Lighting Products will be exclusive to AGI and hereby authorises AGI to advertise and/or market Egress/Vehicle Emergency Lighting Products provided by Supplier to AGI as "exclusive" in any manner and in any form that AGI determines.

## 9. Business Quality Improvement Objectives

- a. All suppliers are expected to have plans to achieve Business Quality improvements as part of their continuous improvement programme.
- b. AGI 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.
- c. Each supplier shall demonstrate continuous improvement based on pro-active loss prevention, root cause analysis, and effective timely corrective action.

## 10. Organisation

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

## 11. Purchase Order / Documentation Issue Control

- a. Purchase Order amendments shall be subject to review by supplier 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.
- b. Where a supplier has more than one site, every site used to produce product for shipment direct to AGI must have AGI approval.
- c. AGI shall be afforded the right of entry, with reasonable (a minimum of 24hrs) notice 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.
- d. On occasion AGI may receive Purchase Orders from US customers that are subject to the Defense Priorities and Allocations System (DPAS) DO or DX designation. DX orders take priority over DO orders, which in turn take priority over unrated orders. DX rated orders will take precedence over all other orders in the supplier's production system. A supplier must not accept a DX or DO rated order if they knowingly cannot arrange production to meet the or delivery date.
- e. 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 subcontractor suitable given that the sub-contractor is currently approved by AGI.
- f. Suppliers are responsible for ensuring the flow down of applicable sections of specifications to second tier suppliers.

## 12. Procurement of Components

- a. Failure of components can have major effects on safety, reliability, operational integrity – with related cost impact. All parts must therefore have traceability, and AGI must be notified of any potential changes to the build standard.
- b. 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 nonapproved sources (original producing suppliers only).
- c. Where a Supplier has received specific approval for the source of a component, and wishes to change that source, the Supplier shall request permission from AGI to make the change.
- d. 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 subcontractor providing bespoke items is correctly approved prior to use (objective evidence for audit purposes may be required).

### 13. Control of Non-Conforming Material

- a. The supplier shall have no discretionary power to deviate from the specification requirements as detailed with Purchase Order (and supporting documentation).
- b. Where the supplier has any reason to suspect non-conformance of any delivered product, then the supplier must immediately notify AGI.
- c. Any items found to be non-conforming will be issued with a Non-conformance report detailing the issue. The supplier will provide a root cause and make proposals for both corrective and preventive actions.
- d. Scrapped (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 AGI management representatives (or their customer) may require a report from the Supplier and / or witness by inspection the process of damage and / or disposal.

### 14. Rejections after Delivery

- a. The Supplier shall be notified of nonconforming supplies found after delivery. AGI will contact the supplier and issue an NCR against the parts prior to return.
- b. Following receipt of an NCR 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 AGI.
- c. The supplier shall provide an initial reply to the NCR within 5 working days. An investigation into the root cause of the problem and provide corrective action to prevent recurrence will be assigned an appropriate completion date.

### 15. Records & Archives

- a. 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 AGI staff until such time as AGI authorise disposal in writing.
- b. Documentation and records applicable to AGI 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.
- c. Should a supplier cease trading with AGI, quality records shall still be maintained until disposal is authorised by AGI. If the supplier ceases trading completely, or is unable to maintain the records, AGI must be informed so that alternate arrangements can be made to store the records.

### 16. Certificate of Conformance

- a. 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 AGI. Certificates and supporting documentation will be identified by Purchase Order / Contract number and shall include the following information:



- i. 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 AGI.

“We (name of the supplier) hereby confirm that the whole of the supplies detailed hereon have been produced, 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)

- ii. Note: The Supplier shall be able to demonstrate that the nominated authorized signatory has authority and competence.
- b. 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 AGI to protect the integrity of the certification process.
  - c. The Supplier shall ensure completion of all requirements of the purchase order prior to delivery including all processes. Deliveries of goods and or services 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 the lot and or batch of each shipment, with reference to the AGI Purchase Order.
  - d. The C of C must have at a minimum the following:
    - i. Consignee’s name and address
    - ii. Consignor’s name and address
    - iii. Reference number and date of the certificate
    - iv. Description and quantity of supplies
    - v. Related specification or drawing numbers and issue (as appropriate)
    - vi. Specification of metals materials & standards used in production.
    - vii. Identification marks and serial numbers (as appropriate)
    - viii. Manufacturing lot no. or traceability reference (works order / batch number)
    - ix. Certification of calibrated equipment used for measuring in production
    - x. Any limitations/Shelf Life Expiry dates (as appropriate)
    - xi. Signature(s) of \*\* approval (for inspection / release)
  - e. When the purchase order and / or applicable documents do 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 AGI.
  - f. Note: to structural engineering services, unsigned documentation and or reports issued will not be legally accepted or binding by AGI. Where such documentation is issued unsigned, AGI will refer to the unsigned documentation in good faith in support of the customer contract specification with the understanding that the full liability (in the case of claim and or failure) placed on the supplier providing unsigned documentation.

## 17. Supplier Monitoring & Scorecards

- a. All Suppliers shall monitor the quality and delivery performance of product delivered to AGI. In addition, each supplier's quality and delivery performance is continually monitored by AGI. 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 AGI NCR may result in the withdrawal of supplier approval by AGI.
- b. Suppliers will be issued with a scorecard at the end of each calendar quarter.
- c. The scorecard contains the following areas and values:
  - i. Orders (30%)
  - ii. Parts (20%)
  - iii. NCRs (20%)
  - iv. Documents (30%)
- d. The scoring assumes 100% with deductions as follows:
  - i. Orders incomplete
    - a. -5% for <10% missing
    - b. -10% for 11-20% missing
    - c. -15% for 21%< missing
  - ii. Orders late
    - a. -5% for <1 week
    - b. -10% for 1≤4 weeks
    - c. -15% for 4 weeks <
  - iii. Parts rejected
    - a. -2% off for each individual part up to -20%
  - iv. NCR
    - a. -5% for any NCR issued
    - b. -2% for each day initial reply is late
    - c. -2% for each day corrective actions are late
  - v. Documents
    - a. Supplier Questionnaire -10% (missing)
    - b. ISO Certificate, or industry equivalent -10% (missing or expired)
    - c. NDA -10% (missing or expired)

## 18. Preservation

- a. All critical / sensitive materials, components or devices must be preserved by the supplier using appropriate packaging materials and stored under conditions recommend by the manufacturer.

## 19. Packaging

- a. The method of packaging must:
  - i. Prevent damage or deterioration in transit
  - ii. Permit safe handling
  - iii. Assure that all necessary warnings are completely visible
  - iv. Assure the shipping address, supplier name, qty, and part number are visible.
- b. Assure that the packing list, quality documents, and other important information is enclosed, or securely fastened.

## 20. First Article Inspection Report (FAIR)

- a. A FAIR is required with the goods to demonstrate compliance with all the procurement specifications detailed in the design package. For clarity, a Purchase Order will state if an FAIR is required to accompany the delivery.
- b. A copy of the FAIR shall be supplied with the product in the following circumstances:
  - i. First item produced by a new supplier (sample)
  - ii. First production run from a new supplier
  - iii. Production of a prototype system
  - iv. First production following any change to the design, production process, or materials.
- c. A FAIR must include definition of material standards, and any calibrated equipment used in the inspection.
- d. The supplier shall retain the FAIR as a quality record and they shall not be disposed of without the written permission of AGI. 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.

## 21. Our right of access.

- a. Any person authorised by AGI, 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 dispatched to AGI or their customer.

## 22. Business continuity planning

- a. AGI 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 AGI that will bring the supplier on line in the shortest possible time.

## 23. Change Control

- a. Uncontrolled change within the supply chain is the major cause of deficiency escapes into AGI. 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.
- b. Changes can occur in three ways:
  - i. Change to the producing location, either within a supplier or between suppliers.
  - ii. Changes to Components.
  - iii. Changes within the company's stores department, storage and dispatch method, including machines, people etc.
- c. The control mechanism for these is as follows:
  - i. Changes to the producing location shall be notified to AGI.

- ii. Changes in components shall be raised with the buyer responsible for the purchase order. The buyer shall take the appropriate action within AGI and, when required, inform the Customer. The supplier must not progress with any changes to the component without written agreement from AGI.
- d. Changes to the storage location or management systems shall be notified to AGI.

## 24. Traceability

- a. All parts and or materials 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 supplier's certificate of conformance.
- b. All components and assemblies shall be traceable to the original material identification.
- c. 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 AGI must be kept in accordance with Paragraph 15a and shall be made available to AGI upon request.

## 25. Special process requirements (see also Paragraph 31)

- a. Any special process supplier must be AS 9100 or ISO 9001 approved or meet the requirements outlined in Paragraph 31 of this document. The supplier performing the special process must certify that all applicable requirements have been met.
- b. Suppliers providing metal work must, if required, be able to show compliance to DFAR 252.225-7008 or -7009 Specialty Metals Clause.

## 26. Manufacturing & Process Control

- a. Adequate, clean well-maintained facilities shall be provided to enable products to be consistently produced in accordance with the requirements of the AGI order.
- b. 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 AGI.
- c. Suppliers providing Shelf life items shall ensure they are correctly labelled with shelf life expiry and suitably packaged.
- d. 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.
- e. 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 nonconforming product. Documented procedures and records to demonstrate this shall be available.
- f. All parts supplied to AGI shall be identifiable by part number and production batch. Where specified in the part specific requirements, parts must be serialised. Suppliers shall maintain records to identify the materials used and the producing and processing history of each batch of parts supplied to AGI.

## 27. Inspection Reports

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

## 28. Source Inspection

- a. Source Inspection will be used by AGI 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 AGI to the supplier. In the event AGI imposes source inspection, only AGI can remove or waive source inspection.
- b. AGI 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. AGI will select a UKAS and / or another approved inspector.

## 29. Concessions / Permits

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

Option	AGI 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 nonconformance	Yes

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

- b. Requests to use as is, or repair a nonconformance, must be processed using the supplier's own concession request form and signed by AGI.
- c. 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.
- d. Concessions are normally only issued to Suppliers when a product is non-conforming, and the non-conformance does not affect fit, form or functionality.

## 30. Corrective Actions

- a. If AGI performs a supplier audit and finds a non-conformance, a request for corrective action will be issued to the supplier. Corrective action reports (CARs) 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 AGI.

## 31. Special Process Suppliers

- a. AGI uses ISO 9001 and or AS9100 approved special process suppliers.

- b. In addition to ISO 9001 approval the special process supplier must demonstrate the ability to satisfy all applicable requirements. Failure to satisfy any requirement will prevent AGI from using that supplier. Coded welder status is required when requested.
- c. AGI considers the following to be special processes:
  - i. Adhesive and gluing processes
  - ii. Assemblies using defined torque arrangements
  - iii. Epoxy resin adhesion
  - iv. Electrical dry-wire crimping / crimp tools
  - v. Painting / powder-coating / similar
  - vi. Non-destructive testing (weld NDT)
  - vii. Anodising / plating
  - viii. Galvanising / plating / other coatings
  - ix. Welding / soldering / brazing (all types of fusion)
  - x. Conformal coating

### 32. Cyber Security

- a. All suppliers must be certified to UK Government Cyber Essentials in order to receive drawings or other technical information by electronic means.
- b. Suppliers are expected to become compliant to Cyber Maturity Model Certification, Level 1 at the earliest opportunity

### 33. Employment Regulation

- c. All suppliers are required to be in compliance with
  - i. The Employment Rights Act 1996
  - ii. The Modern Slavery Act 2015.

### 34. Distribution

- a. Internal
  - i. AGI staff
- b. External
  - i. All AGI suppliers when new, and subsequent updates.
  - ii. AGI Customers, Auditors, and Officials from UK and International Government bodies (on request).

Current Issue Approved

Signed		Signed	
Name	Laura Shapland	Name	Keith White
Position	Quality Manager	Position	Business Development Director
Date	26 <sup>th</sup> June 2020	Date	26 <sup>th</sup> June 2020