
		<b>“Q” Clause</b>		<b>Purchase Order Attachment</b>	
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NUMBER: <b>Q9102</b>	REV: <b>B</b>	TITLE: First Article Inspection IAW AS9102A			
DOCUMENT OWNER: QUALITY MANAGER					
PREPARED BY: Stephen Fong		SIGNATURE: Stephen Fong		DATE: 01/30/2009	DEPT: Quality
APPROVED BY: Bruce Martin		SIGNATURE: Bruce Martin		DATE: 01/30/2009	DEPT: Quality

AS9102A is available at: <http://www.sae.org>

1. **Inspection and Test** - Seller shall perform a First Article Inspection of each item (or designated item) and furnish completed AS9102A Forms 1, 2 and 3 to the Buyer's Quality Representative proving that items produced are in compliance with the requirements of the purchase order, specification and/or source control drawing. The article to be inspected / tested shall be either a pre-production sample as required by PO line item or a randomly selected piece from the first production lot when a quantity is not specified in the purchase order. Whichever is performed, that article must be a representative sample of the Seller's manufacturing process.
  
2. **Buyer's Representative Surveillance** - When Buyer's Representative surveillance is imposed by the purchase order, the Seller shall have first performed the required process, inspection or test. Seller shall provide completed AS9102A Form 1, 2 and 3 for each item, and provide adequate inspection and test equipment, necessary space, facilities, and Seller's assistance as required for the performance of such surveillance.
  - a. **Facilities Inspection:** Buyer's Quality Representative may inspect Seller's production equipment and operations, including (but not limited to) jigs, fixtures, measuring and testing equipment, and process controls used to produce the items subjected to inspection and test and which will be used in subsequent manufacturing.
  
  - b. **Election:** Buyer may, at its sole discretion, elect to conduct inspection and test of First Articles at a location other than Seller's facility. In these cases, Seller will be directed to ship the First Articles, or pre-production samples, in accordance with the shipping instructions of this purchase order or as directed. Such direction shall not be construed as a waiver of Buyer's right to inspection and test, nor of Buyer's right to withhold authorization to proceed with manufacturing.
  
3. **Deliverable Documentation** - Seller shall perform and document the First Article Inspection (FAI) in accordance with AS9102A. The Seller shall include this report with each delivery of FAI items.

*Typed signatures constitute approval. Actual signatures on file at Palomar Products, Inc., Rancho Santa Margarita, CA*

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4. Notification of Intent to Inspect or Test - Seller shall notify Buyer's designated representative at least five (5) working days in advance of the scheduled date for the required inspection or test.
  
5. Inspection or Test Failures - Failure of items to pass First Article inspection or test shall constitute rejection of the items or lot by Buyer. The Seller shall not present the items or lot for acceptance by Buyer until objective evidence is available to prove that:
  - a. Assignable root cause has been determined and effective corrective action has been taken to eliminate conditions that caused the nonconformance(s).
  - b. The nonconformance has been properly dispositioned and corrected, i.e. reworked, repaired (if authorized), replaced, scrapped, affected documents revised contents.
  - c. Nonconforming items in the lot have been removed.
  
6. Production Run - Seller shall not commence production of units beyond the pre-production sample (when specified in the purchase order) or the first production lot without written authorization from the Buyer. Hardware produced beyond the sample quantity shall be produced at the sole risk of the Seller.
  
7. Other Obligations - Neither acceptance of first production hardware or pre-production sample nor Buyer's authorization to proceed with the manufacturing production run shall constitute acceptance of any subsequent items or a modification or limitation of any representation, warranty, or any obligation of Seller to perform strictly in accordance with the provisions of this purchase order.

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