

Polskie Zakłady Lotnicze  
Spółka z ograniczoną odpowiedzialnością  
ul. Wojska Polskiego 3  
39-300 Mielec  
[www.pzlmielec.pl](http://www.pzlmielec.pl)

**QUALITY REQUIREMENTS  
FOR SUPPLIERS  
OF POLSKIE ZAKŁADY LOTNICZE  
Sp. z o.o.**

**KJ-06**

**Compiled by:**

**Responsible for the process:**

**Approved by:**

Supplier Quality  
Assurance (SQA)

Supplier Quality Assurance  
(SQA) Section Manager

Quality Management  
Director

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**QUALITY REQUIREMENTS FOR SUPPLIERS**

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**RECORD OF REVISIONS**

<b>Revision No.</b>	<b>Date</b>	<b>Reason for the change</b>
14	October 2021	Editorial changes were made to the document. Updating parent documents and notification of potential evasion
15	September 2022	Editorial changes have been made to the document. Updating parent documents and terms / definitions. In point 7.4, a provision for a quality bulletin has been added. The rules of conduct for FAIR and the method of supervision over non-compliant exits have been specified. The provisions regarding special processes have been clarified.
16	August 2023	Updating the parents and related documents and the "Documents for Suppliers" hyperlinks. Updated the Appendix no. 4 after the Order no. 03 of the President of the Management Board (change of logo). Clarification of the provision in point 8.4.2.

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### INTRODUCTION

This document defines the quality requirements for suppliers of Polskie Zakłady Lotnicze Sp. z o.o.

This document applies to Suppliers who receive orders / scheduling agreements and deliver finished products, materials or services to Polskie Zakłady Lotnicze Sp. z o.o.

Polskie Zakłady Lotnicze Sp. z o.o., its representatives, clients and government agencies as well as supervisory authorities of its clients have the right to enter the supplier's plants and the plants of its subcontractors. This right includes access to quality system documentation, quality records, as well as the ability to conduct product and process audits and verification.

**The basis of the document are the requirements of PN-EN ISO 9001: 2015 "Quality Management Systems - Requirements". This document is completed additional quality requirements for suppliers of Polskie Zakłady Lotnicze Sp. z o.o.**

In order to facilitate the understanding, use and application of these additional requirements, the numbering scheme in accordance with ISO 9001:2015 has been used.

## 1. SCOPE

### 1.1. General provisions

This document sets out the basic requirements for suppliers of Polskie Zakłady Lotnicze Sp. z o.o., which have to be met to qualify and approve suppliers and are a part of the Quality Management System of Polskie Zakłady Lotnicze Sp. z o.o.

### 1.2. Application

The requirements contained herein apply to all suppliers and should be met by them to the extent required by the relevant agreement/contract/order. It is a prerequisite to obtain the status of an approved supplier of Polskie Zakłady Lotnicze Sp. z o.o. In the event of any conflict between the requirements of the relevant order/agreement/contract and the provisions hereof, the requirements set out in the order/agreement/contract shall prevail.

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### 2. OVERCOMING AND RELATED DOCUMENTS

#### 2.1. Parent documents:

PN-EN ISO 9001:2015	Quality Management Systems – Requirements.
PN-EN ISO 9000:2015	Quality Management Systems – Fundamentals and Vocabulary.
AS/EN 9100:2016 rev. D	Quality Management Systems - Requirements for Aviation, Space and Defense Organizations.
AS9102 rev. B.	Aerospace First Article Inspection Requirements
AS 5553 wyd. D	False electrical, electronic parts and electrotechnical (EEE); Avoiding, Detecting, Minimizing and Removing.
AS 6174 wyd. A	False materials; Ensuring an authentic purchase and compatible material.
ACT of June 13, 2019	on economic activity in the field of manufacturing and trading in explosives, weapons, ammunition, as well as products and technology for military or police purposes.

#### 2.2. Related documents:

ASQR-01	Quality requirements for the aviation supplier. Requirements for Supplier Quality Systems.
Procure-2-011	Supplier Quality Requirements.
SQOP 01-01	Supplementary requirements for the P&WC supplier.
CAG9000	Quality Requirements for Suppliers BTP and BTS.
Appendix QX	Lockheed Martin Aeronautics Company Supplier Requirements.
Instrukcja nr 03/ESCO	Quality requirements for P&WR suppliers for domestic aviation production.

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### 2.3. Normative references

Purchasing specialist of Polskie Zakłady Lotnicze Sp. z o.o. is responsible for providing the Supplier with the necessary instructions, its own and its customers' standards, which are required by the order (contract, contract). The supplier is responsible for sourcing commercially available standards such as PN, BN, EN, AMS, AS etc.

The supplier is responsible for ensuring that he has the current issue of KJ-06 and for compliance with other requirements contained in the order / agreement / contract. The current issue of KJ-06 is available at <https://pzlmielec.pl/en/company/documents-for-suppliers>

The supplier is obliged to apply the current revisions of the standards and instructions referred to in the order and referred to in the drawings or other related documents (e.g. ZWD, ITT).

### 3. TERMS AND DEFINITIONS

The terms and definitions set out in ISO 9001:2015 are used herein:

**SAC** - Sikorsky Aircraft Corporation.

**PWC** - Pratt & Whitney Canada.

**Nadcap** - (National Aerospace and Defense Contractors Accreditation Program) - a global cooperative program of companies for the purposes of management and continuous improvement of special processes and products within the aerospace and defense industry, based on mutual recognition of approval of the suppliers of such processes and products in order to reduce costs.

**Supplier** - organization or person that provides product or service

**FAI** - (First Article Inspection) of the first article according to AS9102.

**Special process** - a process that affects the physical and chemical properties that cannot be verified through the follow-up monitoring or measurement without destruction (NDT-non-destructive testing). Validation of these processes must demonstrate the ability to achieve the planned results.

**Critical part** – a part of an aircraft whose critical damage during operation of the aircraft results in a catastrophic threat (direct threat to the lives of people on board or destruction of the aircraft), whose critical characteristics have been identified and must be controlled to ensure the required level of durability.

**Repair** - restoring the product to the condition that is acceptable through an additional

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process approved by the Customer.

**Rework** - removal of nonconformity in such a way that the product conforms to the drawing/standards.

**Counterfeit material** – illegal or unauthorized copy, substitute, deliberately marked, identified and presented as original, unmodified material from an authorized source of supply.

**Suspect material** - material the review of which (including not only visual inspection or tests) provides doubts as to its authenticity.

**Scrapping** - destruction / damage of missing parts / products that will ensure that these parts are not used in the process.

**Concession** - a document issued by the minister in charge of internal affairs constituting the basis for conducting business activity in the aforementioned scope.

#### 4. QUALITY MANAGEMENT SYSTEM

The supplier receiving the order / scheduling agreement of Polskie Zakłady Lotnicze Sp. z o.o. is obliged to have a quality management system according to ISO 9001 or AS9100 or AS9120. Suppliers of parts manufactured according to the drawings / technology of Polskie Zakłady Lotnicze Sp. z o.o. should have a certified compliant quality system with Part 21G or equivalent requirements.

The supplier is fully responsible for the quality of products/services; should be aware of his contribution to the safety of products and the importance of ethical behavior, must meet all the requirements within his organization and be responsible for his subcontractors (if applicable).

The supplier should designate a contact person in respect of quality within his quality organization; the representatives of the Supplier Quality Assurance Unit of Polskie

Zakłady Lotnicze Sp. z o.o. will maintain contact with this person for the issues related to the quality of the delivered products/services.

The supplier must:

- have the technical capacity to manufacture and/or deliver products that meet the requirements of Polskie Zakłady Lotnicze Sp. z o.o.
- inform the purchasing specialist and the SQA Supplier Quality Assurance cell in the event of:
  - re-certification and sending a copy of the current quality certificate after its

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renewal,

- loss of quality certificates,
- confirmation of a major non-compliance by external auditors (offices, certification bodies),
- a major change in the Supplier's QMS (e.g. change of management in the area of quality, change in the company's management board).

### 5. LEADERSHIP

No additional requirements.

### 6. QUALITY MANAGEMENT SYSTEM PLANNING

No additional requirements.

### 7. SUPPORT

**7.1. Resources :** No additional requirements.

#### 7.1.5. Monitoring and measuring resources

Any control equipment used must be identifiable and contain calibration/validation data; this also applies to the equipment owned by Polskie Zakłady Lotnicze Sp. z o.o.

In case when measurement equipment is considered unserviceable for its intended purpose, the supplier should take appropriate steps in order to prevent using the measurement equipment which does not meet the requirements.

**7.2. Competence:** No additional requirements.

**7.3. Awareness:** No additional requirements.

#### 7.4. Communication:

As part of communication with the supplier, the Supplier's Quality Assurance unit may publish a quality bulletin available at <https://pzlmielec.pl/en/company/documents-for-suppliers> The quality bulletin is valid from the date of issue, unless the document states otherwise.

#### 7.5. Documented information:

##### 7.5.1. General provisions:

The supplier should use appropriate procedures, so as to ensure proper and effective control of all the documents and records, including software used for the execution of orders of Polskie Zakłady Lotnicze Sp. z o.o., along with the procedures that ensure the formal withdrawal of media containing outdated or incomplete electronic data.



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7.5.2. Creating and updating: No additional requirements.

7.5.3. Control of documented information:

The supplier is obliged to keep (properly identify and control) and archive technical and quality documentation associated with the execution of orders/contracts/agreements for Polskie Zakłady Lotnicze Sp. z o.o. (in particular drawings, technologies, orders, guides, decisions, approvals, certificates, software quality metrics, etc.) after completion of the orders/contracts/agreements for the period of:

- for critical parts - 40 years (unless agreed otherwise)
- for other parts - 10 years (unless agreed otherwise)

Records prepared by the supplier in connection with the execution of the order/agreement/contract, including records related to the staff, must be available to representatives of Polskie Zakłady Lotnicze Sp. z o.o., their customers or therelevant supervisory authority and must not be destroyed after a specified period without the consent of Polskie Zakłady Lotnicze Sp. z o.o.

## 8. OPERATIONS ACTIVITIES

### 8.1. Operational planning and control:

Before commencing the implementation of the order / agreement / contract, the supplier should review the documentation, in particular the drawing, standards, technical conditions, and analyze the technical documentation in terms of its execution possibilities and take into account the requirements for the prevention, detection and removal of foreign objects. The supplier is obliged to plan and develop in writing (paper or electronic form is allowed) the processes necessary to perform the product / service.

### 8.2. Requirements for products and services:

8.2.1. Customer communication:

All correspondence and documentation for the executed contract/agreement/order should be available in the language agreed with Polskie Zakłady Lotnicze Sp. z o.o.

8.2.2. Determining the requirements for products and services:

The supplier is obliged to prevent and minimize the possibility of using counterfeit / expired materials (finished products, assemblies, assemblies or subassemblies, materials or parts, including with electrical, electronic and electromechanical parts) to fulfill the customer's order.

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The supplier should plan, implement and control processes, as appropriate for the organization and the product, to prevent counterfeit or suspected counterfeit parts and their use in the product (s) supplied to the customer by:

- training of people involved in the execution of orders for Polskie Zakłady Lotnicze Sp. z o.o. in the field of raising awareness and preventing the use of counterfeit parts;
- supervising external suppliers;
- inspection of products supplied from original manufacturers or from authorized, authorized distributors or originators from other approved sources;
- consideration of requirements to ensure traceability of parts and components according to their original or authorized manufacturers;
- Include additional verification and testing activities to detect counterfeit parts by recording in your internal processes.

### 8.2.3. Review of the requirements for products and services:

No additional requirements.

### 8.2.4. Changes to requirements for products and services:

Introducing changes to the construction and technological documentation should be carried out in accordance with the procedures in force in the company. The supplier is obliged to supervise the release levels of technologies / process cards / guides / programs for CNC and CMM using a change (revision) system, thanks to which the history of all changes will be documented.

## 8.3. Design and development of products and services:

The supplier is not allowed to make any changes to the design documentation provided by Polskie Zakłady Lotnicze Sp. z o.o.

## 8.4. Control of externally provided processes, products and services:

The supplier is fully responsible for the quality of products purchased and delivered to Polskie Zakłady Lotnicze Sp. z o.o.

### 8.4.1. General provisions:

In the case of the purchases for Polskie Zakłady Lotnicze Sp. z o.o., the order must contain information about the right of admission into the factory of the supplier of the product ordered for the representatives of Polskie Zakłady Lotnicze Sp. z o.o., their customers and the relevant supervisory authorities.

Each order must include a requirement for the supplier to ensure full traceability of the material supplied, i.e. to provide documents certifying each

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step of the supply chain up to the original manufacturer.

### 8.4.2. Type and extent of control:

If the performance of the order / contract / agreement requires the performance of a special process, its performance is only allowed at the contractor approved by the client for a given program for which the order of Polskie Zakłady Lotnicze Sp. z o.o. A reference to the lists of approved suppliers of special processes can be found in the quality clause attached to the order.

For orders for the own product (M28) of Polskie Zakłady Lotnicze, suppliers of special processes should be on the list of approved suppliers of special processes available at the following link: <https://pzlmielec.pl/en/company/documents-for-suppliers> or have current Nadcap approval for a given special process for which the order is being processed.

The following processes are considered the special processes in Polskie Zakłady Lotnicze Sp. z o.o.:

1. All types of heat treatments.
2. All types of thermo-chemical treatments.
3. Surface treatment:
  - spraying, for example zinc spraying,
  - chemical treatment,
  - electrochemical treatment,
  - galvanic treatment,
  - surface strengthening: beading, vibration grinding,
  - etching.
4. Bonding processes:
  - soldering,
  - welding,
  - pressure welding.
5. NDT
  - penetrant flaw detection,
  - magnetic flaw detection,
  - X-ray,
  - ultrasonic flaw detection.
6. Upsetting of push rods tubes.

Supplier is required to provide test samples for design, process approval, inspection / verification, investigation or auditing as required.

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### 8.4.3. Information for sub-suppliers:

If it is necessary to transfer some of the tasks under the order to sub-suppliers, the supplier is also obliged to forward all the requirements of Polskie Zakłady Lotnicze Sp. z o.o., in particular those related to special processes - see par. 8.4.2.

## 8.5. Production and delivery of services:

### 8.5.1. Control of production and delivery of services:

Technological documentation of the entire process or sequence of operations for parts critical for the M28 product must be approved by Polskie Zakłady Lotnicze Sp. z o.o.

The supplier should ensure that:

- the requirements set out in the process documentation of Polskie Zakłady Lotnicze Sp. z o.o. will be reviewed and implemented
- all employees involved in the planning and implementation of the manufacturing process for critical parts are trained and aware of the importance of their tasks.

Before introducing any changes to the process for critical parts, the supplier is obliged to report in writing or by email the proposed change to Polskie Zakłady Lotnicze Sp. z o.o. and obtain approval for the change. The supplier is obliged (if applicable) to notify his sub-suppliers of such changes.

The supplier is obliged to send to Polskie Zakłady Lotnicze Sp. z o.o. information in writing or by email about the intention to make any change in the special process or production process, which would affect the process. The supplier will be able to carry out the process as per proposed changes after receiving approval from Polskie Zakłady Lotnicze.

First Article Inspection documentation.

- The supplier is required to perform a First Piece Inspection (FAI) on a new part representative of the first batch of production parts. The supplier is fully responsible for the compliance of the first piece with the requirements of the order.
- All requirements for the first item inspection are described and will be implemented in accordance with the provisions of AS 9102 - "Aviation Requirements for First Item Inspection", and the report is made on the forms listed in this standard.
- The supplier, 30 days before the commencement of FAI, is obliged to provide Polskie Zakłady Lotnicze Sp. z o.o. notification of the time and

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place of the FAI. Representative of the Polskie Zakłady Lotnicze Sp. z o.o. is eligible to participate in FAI.

- Upon completion of the FAI, the supplier will provide an FAI test report as per with the delivery schedule specified in the order. Polskie Zakłady Lotnicze Sp. z o.o. notify supplier of FAI approval or rejection.

Important: Until the representative of Polskie Zakłady Lotnicze Sp. z o.o., the supplier suspends the shipment of parts and awaits the results of document verification. Form 1 AS9102 approved constitutes authorization to ship the first shipment.

- If FAI is rejected, the supplier, at the request of Polskie Zakłady Lotnicze Sp. z o.o. and at his own expense, to repeat the FAI and make any necessary changes. All costs related to additional tests or re-tests carried out by Polskie Zakłady Lotnicze Sp. z o.o. or the supplier, will be covered by the supplier.
- Agreement or conditional consent does not release the supplier from meeting all the requirements set out in the specifications and all terms of the contract. If FAI is not approved, the reasons for not approved will be sent to the supplier.
- For orders for products according to the drawings of Polskie Zakłady Lotnicze Sp. z o.o. or its Customer, the Supplier is obliged to document the results of the inspection and testing of released products, in accordance with the Customer's requirements.

### 8.5.2. Identification and traceability:

Lot numbers, serial numbers and all other identification marks placed on the purchased and delivered by Polskie Zakłady Lotnicze Sp. z o.o. materials / articles must be maintained through all stages of production and delivery and must be associated with applicable documentation.

### 8.5.3. Customer property:

Materials and products supplied by Polskie Zakłady Lotnicze Sp. z o.o. or constituting their property, must be separated from others, marked in a visible manner and may only be used to perform the contract / agreement / order with Polskie Zakłady Lotnicze Sp. z o.o.

The supplier is obliged to inform Polskie Zakłady Lotnicze Sp. z o.o., about each product that is its property that is lost, damaged or otherwise useless. After a written request or after the cooperation agreement has expired, unless otherwise agreed, Polski Zakład Lotniczy Sp. z o.o. all delivered documents, devices, products and materials.

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### 8.5.4. Product protection:

The supplier should protect the product during internal processing and delivery to the specified destination so as to eliminate the possibility of damage during production and transport. The protection should also apply to transport of the product to Polskie Zakłady Lotnicze Sp. z o.o in accordance with the customer's requirements.

### 8.5.5. Post-delivery activities: No additional requirements.

### 8.5.6. Control of changes: No additional requirements.

## 8.6. Release of products and services:

All products delivered to Polskie Zakłady Lotnicze Sp. z o.o. must have a quality document specified in the order/contract/agreement and signed by the responsible persons assigned by the supplier in order to confirm the conformity of products delivered with all the requirements of the order/contract/agreement. The data in the documents must include the levels of issues/revisions of the documents according to which the products have been released.

Such a document should contain at least the following data:

- supplier's name, address and code (according to the order)
- part number, description, change/revision no., quantity, serial/lot number
- order/agreement/contract number
- any information on deviations, nonconformity, permits, etc.
- information on the part life limitation
- statement of conformity with the order/contract/agreement requirements
- all other data set out in the technical requirements and/or order/contract/agreement
- signature of an authorized representative of the supplier
- certificates of any special processes

## 8.7. Control of nonconforming outputs:

Products inconsistent with the order / contract / agreement may not be delivered, unless Polskie Zakłady Lotnicze Sp. z o.o. give their consent in writing to such delivery. In the event of consent to deliver a non-conforming product, the non-conforming characteristics of the products and their serial numbers must be clearly marked and included in the supplier's quality document delivered with the product. The consent to deliver a non-conforming product is the basis for price negotiations and does not release the supplier from liability for the delivered product.

### 8.7.1. Procedure in the event of non-conformities found during production at the supplier:

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If during the production the Supplier finds any non-conformities requiring repair, the supplier is obliged to ask the customer to obtain an instruction for the detected non-conformity.

- For products whose quality acceptance takes place through the SSQS system (Sikorsky Supplier Quality System), the supplier is obliged to create a VR non-compliance report (Variance Request) in the SSQS system.
- For products whose quality acceptance takes place at Polskie Zakłady Lotnicze Sp. z o.o. the supplier is obliged to send electronically to the Supplier's Quality Assurance unit, the form "AN non-compliance sheet" (form no. [annex no. 01](#)) with a description of the non-compliance, the reasons for their occurrence and the corrective actions taken. Polskie Zakłady Lotnicze Sp. z o.o. send back to the Supplier the completed form No. [annex no. 01](#) containing the instruction for the given declaration.

The supplier will prepare and submit an application for acceptance of discrepancies no later than 30 business days from the date of finding the discrepancy. In the event of failure to comply with this obligation, Polskie Zakłady Lotnicze Sp. z o.o. have the right to reject the application. The supplier is responsible for all costs incurred by Polskie Zakłady Lotnicze Sp. z o.o. for the performed repair, improvement or scrapping of parts.

Products classified as non-compliant or with a deviation must be marked with a tag, sticker or marked and delivered to Polskie Zakłady Lotnicze Sp. z o.o. along with quality documents where the AN / VR number must be referenced to ensure traceability. The Supplier is not allowed to ship non-conforming products without the instructions of Polskie Zakłady Lotnicze Sp. z o.o. and / or the client of Polskie Zakłady Lotnicze Sp. z o.o. In the event that the non-compliance can be corrected (within the framework of the possibility of achieving full compliance with the construction documentation and standards, which does not exceed the requirements of the technical documentation), the supplier may perform it without the need to obtain the consent of Polskie Zakłady Lotnicze Sp. z o.o. (this procedure does not apply to critical parts).

### 8.7.2. Procedure in the event of non-compliance or potential non-compliance on products delivered to the customer (NOPE):

In the event of a potential non-compliance with the product delivered to Polskie Zakłady Lotnicze Sp. z o.o., the supplier should immediately notify Polskie Zakłady Lotnicze Sp. z o.o. (the relevant buyer and the Supplier's Quality Assurance cell) by sending a notification "Notification of potential non-compliance" [annex no. 4](#) to the address [pzl-nope.dl](mailto:pzl-nope.dl)

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[RMS@exch.ems.lmco.com](mailto:RMS@exch.ems.lmco.com), no later than 24 hours from her detection. Another form of recording the declaration is allowed, taking into account the required data contained in the [annex no. 4](#).

### Attention:

In case of problems with the availability of the form, please contact the relevant buyer as soon as possible. It is the responsibility of the filler to provide when completing the form in each chapter, all the useful data currently available when compiling the notification.

Supplier will provide:

- Information necessary to determine the size of the problem,
- Identification of potentially affected parts (subassemblies), if known at the time of notification,
- Immediate corrective action to reduce the problem,
- Determining the root cause and developing a corrective action plan. If a non-compliance investigation is ongoing, please provide a preliminary reason with initial notification,
- Root cause and corrective action review. As part of corrective actions, a record of the analysis of the impact of the registered non-compliance on other places of the organization is required by confirming the verification and stopping of identical non-conformities in other or similar products / processes / areas of the organization. If the analysis shows that the non-compliance is an individual / clearly isolated case, which does not have the effect of creating a risk of non-compliance in identical or similar processes in the organization, this should be noted.

### 8.7.3. Procedure in the event of non-compliance detected at Polskie Zakłady Lotnicze Sp. z o.o .:

In case of non-compliance detected by Polskie Zakłady Lotnicze Sp. z o.o. on delivered products, Polskie Zakłady Lotnicze Sp. z o.o. will send a Complaint Protocol to the supplier.

The supplier has 3 working days to consider the complaint. The complaint may include instructions such as:

- return of non-conforming products to the supplier,
- repair,
- improvement,
- scrapping.

The supplier is responsible for all costs incurred by Polskie Zakłady Lotnicze



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Sp. z o.o. resulting from the processing of the complaint.

### 8.7.4. Procedure in the case of detection of suspicious or falsified material:

In the event of a suspicion that suspicious or falsified material may penetrate the supply chain, the supplier should notify Polskie Zakłady Lotnicze Sp. z o.o. (the relevant buyer and the Supplier's Quality Assurance cell).

The supplier will provide the information necessary to determine the extent of the problem by:

- identification of potentially affected materials (parts, components),
- monitoring of counterfeit parts,
- separation of suspect or detected counterfeit parts.

In the event of detection at Polskie Zakłady Lotnicze Sp. z o.o. counterfeit material, the supplier bears full legal responsibility and compensation related to the detection and / or removal in Polskie Zakłady Lotnicze Sp. z o.o. counterfeit material.

## 9. ASSESSMENT OF THE EFFECTS OF ACTION

### 9.1. Monitoring, measurement, analysis and evaluation:

The supplier is obliged to plan and implement the processes for monitoring, measurement, analysis and improvement needed to demonstrate the product compliance, among others. The supplier is obliged to monitor and measure at the proper stages of the product realization process its properties in order to check whether the requirements for the product are met - according to the requirements of the order/contract.

**9.2. Internal audit:** No additional requirements.

**9.3. Management review:** No additional requirements.

## 10. IMPROVEMENT

**10.1. General provisions:** No additional requirements.

**10.2. Nonconformity and corrective action:** No additional requirements.

**10.3. Continuous improvement:** No additional requirements.

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### 11. ADDITIONAL REQUIREMENTS FOR SUPPLIERS

The quality requirements for a given customer are passed on to the supplier together with the order.

### 12. ANNEXES

- Annex 1: [KJ-06\\_01\\_wyd.14](#) - Notification of Nonconformity from Supplier (AN).
- Annex 2: KJ-06\_02\_wyd.12 - Sulfuric Acid Anodizing-canceled.
- Annex 3: KJ-06\_03\_wyd.12 - Hard Anodizing-canceled.
- Annex 4: [KJ-06\\_04\\_wyd.02](#) - Notification of a potential non-compliance.