



# MORGAN

Bronze Products, Inc.

## SUPPLIER/SUB-CONTRACTOR QUALITY CODES (PURCHASE ORDERS)

QC.2 Rev H

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The following Quality requirements, with their terms and conditions become an integral part of the Purchase Order:

### 1) FIRST ARTICLE INSPECTION REQUIREMENTS

#### Scope

The Supplier holding the MBP Purchase Order is responsible for assuring completion of the First Article Inspection Report for all design characteristics generated by the supplier or their sub-tiers.

The FAI requirement applies to each bill of material or parts list item with an aerospace part number that is invoked in the product design, including lower level detailed drawings identified on top level assembly drawing(s), and each cavity or tool serial number for products whose dimensions are controlled by the tool. Approval to operate under this alternate FAIR plan shall only be authorized in writing by MBP Quality management.

The following items are exempt from the requirements of this requirement: **Bars, Tubes and Sheet stock.**

**Customer FAIR approval does not relieve the supplier of the responsibility and/or liability for full compliance with all contract requirements.**

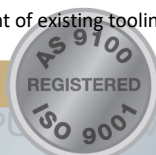
#### Periodic/Repeat FAIs

MBP reserves the right to exercise the requirement of additional and/or periodic/repeat FAI requirement on a part number basis to assure continued product conformity. Also, MBP reserves the right to validate multiple production lots if needed to determine overall process capability.

### 2) CHANGE OF PRODUCT OR PROCESS

The Suppliers/Sub-Contractor is not authorized to implement changes in process, product material(s), without written approval from Morgan Bronze Products, Inc. for:

1. Correction of a discrepancy on a previously submitted part.
2. Product modified by an engineering change to design records, specifications, or materials.
3. Or any planned changes by the supplier to the design, process, or manufacturing location, such as:
  - a) Use of other material than was used in previously approved part or product.
  - b) Production from new, additional, replacement or modified tools, dies, molds, patterns, etc.
  - c) Production following upgrade or rearrangement of existing tooling or equipment.



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- d) Production from tooling and equipment transferred to a different plant site or from an additional plant.
- e) Change of sub-tier supplier for parts, nonequivalent materials, or services (e.g. heat treating, plating, etc.)
- f) Product produced after tooling has been inactive for production for 12 months or more.
- g) Change to test/inspection method – new technique (no effect on acceptance criteria).
- h) For bulk materials: new source of raw material from new or existing supplier, or change in product appearance attributes, etc.

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To request a permanent engineering change, the supplier shall make the request in writing to Morgan Purchasing.

To request a one-time or temporary deviation, suppliers shall use Morgan's Supplier Deviation Request or other equivalent form acceptable to the Morgan Purchasing.

### 3) SUPPLIER CORRECTIVE ACTION REQUEST

Supplier Corrective Action Request will be forwarded by Morgan Bronze Products, Inc. to a Supplier when MBP Quality Assurance considers formal corrective action essential. The supplier shall give priority to analysis of cause and proposed corrective action. It is mandatory that replies be received within the period indicated on the Supplier Corrective Action Request. Failure to comply will result in the removal of Supplier from the Approved Supplier's Listing.

### 4) CERTIFICATE OF CONFORMANCE

The supplier/sub-contractor is responsible for maintaining and supplying accurate and legible certification documentation as objective evidence of meeting drawing, specification, technical data, or purchase order requirements. A Certificate of Conformance MUST be provided with each shipment and must include at a minimum:

- 1) Supplier/Sub-Contractor Name and Address
- 2) Statement that parts conform to the purchase order requirements
- 3) PO and line item number
- 4) Original Manufacturer' name and part number (when the supplier/sub-contractor is not the manufacturer)
- 5) Part and/or Alloy number and applicable specification revision
- 6) Quantity shipped (Listed quantities to be broken out by lot, and also totaled)
- 7) Date and authorized signature of quality representative or company official

Packing Slips and C of C's must be sent electronically prior to delivery, accompany the shipment, or both. Shipments received without the packing slip or C of C are subject to rejection at the dock and at supplier expense. The C of C can be a separate document, or it can be included as part of the shipping declaration/packing slip text.

### 5) Quality Records

#### Access to Records

MBP reserves the right to access records at the PO holder, or its sub-tiers involved in the manufacture of aerospace product. The Supplier shall make the records available within 48 hours, or 2 business days, of the request for access. If on-site verification of record conformance is required, the supplier/sub-contractor shall provide the equipment, facilities, and personnel necessary for Morgan to verify compliance.

#### Record Retention

The supplier/sub-contractor shall retain quality records for 7 YEARS. Upon request, the supplier shall be capable of retrieving and delivering required records to Morgan within 48 hours (2) working days from date of request by Morgan. Records must be stored in an area which meets all local Fire and Life Safety Codes that prevents loss, damage or deterioration. All data stored electronically shall be secure with back-up procedures, and audited to verify the integrity of the data.

### 6) PROHIBITED PRACTICES

The following acts or practices are prohibited:

**Unauthorized Repair** - Repairs (by welding, brazing, soldering, or the use of adhesives) of parts damaged or found faulty in the fabrication process; repairing holes in castings, forgings or other materials by plugging or bushing without authorization from MBP Quality Management.

**Unauthorized Processing** - Addition, revision, or deletion of thermal, chemical, or electrochemical processes in manufacturing when processes are subject to specification control by MBP Quality Management.

**Improper Material Submittal** - Submission of material having known defects/problems to Buyer without notification.

**Improper Material Re-submittal** - Resubmission of material to Buyer without material being clearly identified as resubmitted material.



**Unauthorized Material and Information Transfer** – No supplier shall buy, sell, trade, or transfer MBP supplied drawings, data, material, parts, devices, assemblies or end equipment for purposes other than the performance of MBP business, without prior written approval.

**Reclaimed Material** – No supplier shall use reclaimed material without prior written approval from the Buyer.

**7) BUSINESS CONTINUITY MANAGEMENT**

The Supplier shall ensure their Company has robust Business Continuity Management (BCM) processes in place that include disaster recovery and preparedness.

**Business Continuity Plan**

The Supplier shall document a Business Continuity Plan which details what the Company would do in the event that key People, Processes or Technology was to become unavailable. This Business Continuity Plan shall be applicable, including but not limited to, natural disasters, labor disputes, lockouts, evictions, power or systems failures, hazardous spills, fire, floods, explosions, sabotage, riots, war or other civil disturbances, and voluntary or involuntary compliance with any laws, regulations, or requirements of any government authorities.

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General information regarding how to develop a Business Continuity Plan can be found on the internet. Some helpful website links are listed below:

- <http://www.disaster-recovery-guide.com/>
- [http://www.disasterrecovery.org/disaster\\_recovery.html](http://www.disasterrecovery.org/disaster_recovery.html)

**Crisis Management**

**Notification**

The Supplier must use best efforts to notify MBP Buyer within 24hrs if they experience an incident.

**Sub-Tiers**

Supplier must notify MBP Buyer within 24hrs of receiving notification that any of their critical sub-tiers have experienced an incident that may impact their ability to provide materials or components to MBP that are required in the manufacture or assembly of aerospace product.

**Disaster Recovery**

In the event of a supply interruption, MBP may engage the Supplier to collaborate on recovery. Supplier is expected to fully support any such engagement until the delivery schedule to MBP is recovered.

**8) REVISION STATUS REQUIREMENTS**

The applicable revision status of specifications shall be the revision in effect on the date of the Purchase Order, unless otherwise specified. For Purchase Orders that are open longer than typical manufacturing Lead Times (e.g. Blanket PO's), specification changes that occur after issue of the PO shall be implemented within 60 days. When the revision of a specification is specified on an engineering drawing, the supplier shall comply with the exact specification and revision called out. If there are questions about what specification to use the supplier shall contact the buyer for clarification.

**9) SPECIFICATION AVAILABILITY**

To obtain copies of other specification documents (e.g. Industry), identified on part drawings. It is the responsibility of the suppliers to obtain the latest revision of these specifications.

**10) CONTROL OF SUB-TIER SUPPLIERS**

The Supplier/Sub-Contractor is responsible for control/conformance of all items procured from a sub-tier supplier to the applicable requirements of the Purchase Order/Contract, accompanying documentation, drawings and specifications.

**11) NONCONFORMING MATERIAL**

The supplier/sub-contractor is not authorized to perform material review action of nonconforming materials with the intent of delivering such nonconforming materials without the express written authorization from Morgan Bronze Products, Inc. Quality Assurance Department. Disposition of any departures from drawings, specifications or other purchase order requirements must be approved by Morgan Bronze Products, Inc. Quality Assurance Department prior to shipment, with such approval accompanying that shipment.

**SUPPLIER CONTAINMENT**

For product quality problems reported by Morgan to the supplier, the supplier shall provide documented evidence with subsequent shipments that such product has been inspected for the identified non-conformances and meets all applicable requirements.



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## RESUBMIT TO MORGAN BRONZE PRODUCTS REJECTED MATERIAL

All material rejected by MBP and subsequently resubmitted by the supplier to MBP shall bear adequate identification of such resubmission either with the material or on the supplier's document. Reference shall be made to MBP's rejection document and evidence given that the causes for rejection have been corrected.

## SUPPLIER REQUEST FOR NONCONFORMANCE DEVIATION

A supplier shall not knowingly ship product that deviates from the drawing, specification limits, or design intent without prior written authorization from the Morgan Quality. If such a condition exists, the supplier may petition the Morgan Quality Manager, in writing, to allow shipment of the product under a written nonconformance deviation. The supplier shall supply that request in writing, or by fax, or electronically transmitted (PDF or Word document).

If requested by the Morgan Quality Manager, the Supplier must send samples of such nonconforming items to Morgan for evaluation. The cost of shipping, inspection, and testing to determine the potential acceptability of such product will be charged to the supplier.

Morgan approval of a deviation is specific to the products for which it has been submitted and approved and shall not to be construed as a permanent engineering change. The Supplier must begin work immediately on corrective action. In all cases, the Supplier shall fully contain all product suspected of being nonconforming. In addition, nonconforming product may be returned to the supplier at supplier expense, or the Supplier may be required to sort any suspect product already shipped to Morgan sites or be charged back for the cost of sorting by Morgan. Any parts shipped to Morgan that have been approved on a deviation shall be clearly identified as such externally on the box, container, or other packaging and on shipping documentation. Inside of each box shall contain a copy of the Morgan-approved deviation document.

## CONTROL OF REWORKED PRODUCT

Rework is defined as additional operations, which are not part of the basic production process flow, which will bring product in full compliance with applicable drawings and specifications. Instructions for rework, including re-inspection requirements, shall be accessible to and utilized by the suppliers appropriate personnel. All rework shall be documented and approved by MBP Quality Assurance. On the other hand, repair is defined as using alternative manufacturing techniques, methods, materials, or processes which may not bring product into full compliance with applicable drawings and specifications. Repairs are not allowed without written approval from Morgan Bronze Quality, Purchasing and Engineering.

## 12) QUALITY SYSTEM

Suppliers shall maintain a quality management system suitable to the products and services provided to Morgan that is certified by an accredited\* third-party certification body to the latest version of one of the following, as applicable:

- ISO 9001 - Quality Management System Requirements
- ISO 17025 - General Requirements for the Competence of Testing and Calibration Laboratories

In the absence of third-party certification, depending on the product, its application, value, and criticality, the Morgan Bronze Purchasing and/or Quality Assurance Manager may authorize the acceptance of other evidence of compliance. This may include second-party (Morgan) audit or first-party (self) assessment to the applicable criteria above.

## 13) SUPPLIER PERFORMANCE

### Categories of Performance

#### QUALITY:

##### Raw Material Suppliers & Subcontractors

The Quality Rating is a percentage derived from the total quantity of material/product received rejected divided by the total quantity of material received multiplied by 100.

**Minimum Quality Performance Rating = 95%**

#### DELIVERY:

##### Raw Material Suppliers & Subcontractors

The Delivery Rating is calculated as a percentage, early or late according to the following categories:

- On-Time Delivery = 8 days early up to and including the due date and 6 days later than the due date.
- Early Delivery = Delivered 9 days or more before the due date.
- Late Delivery = Delivered 7 days or more after the due date.

**Minimum Delivery Performance = 95%**

**Overall Performance Requirement = 95%**





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### PERFORMANCE RATING NOTIFICATION

Morgan Bronze Products Purchasing Department will review reports on a periodic basis and will distribute the performance rating report to suppliers on an annual basis unless there is a failure. In this case reports will be disbursed quarterly until rating is satisfactory. The report provides the following information:

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- A composite supplier performance rating (all parts combined) for each of the two categories.
- A list of all non-conforming and early/late shipments of lots received at Morgan within the rating period will be included for Raw Materials. A list of all SCAR's and early/late shipments to customers within the rating period will be included for Subcontractors.
- NOTE: A supplier's failure to meet or exceed overall performance ratings of 95% may warrant a Corrective Action Request.

### SUPPLIER ASSESSMENT

The Supplier Approval Process may include the following:

- Supplier Self-Assessment Survey** - Morgan may request the supplier to provide a copy of its ISO 9001 or related certificate issued by an accredited certification body and/or complete a self-assessment of its quality management system and capabilities. The Self-Evaluation will be done using the Supplier Quality Assessment Form provided by the Morgan Bronze. The potential supplier will submit the results of the self-assessment along with the Supplier Organizational Chart and Process Control Plan to Morgan Quality Dept. for pre-assessment review.
- Documentation Audit:** In those cases where a supplier's quality management system has not been certified by an accredited certification body, Morgan may request a copy of the supplier's Quality Manual and supporting procedures (and perhaps internal audit reports) to determine if the supplier's quality management system meets Morgan requirements.
- On-Site Assessment:** Generally, when a supplier is certified to ISO 9001 or a related standard by an accredited certification body, Morgan will not conduct an on-site assessment of the supplier's quality management system against the same criteria. However, Morgan and/or its customers, due to product/process complexity or criticality, may elect to conduct on-site assessments of a supplier's product or process capabilities. Initial and subsequent official quality assessments are scheduled and conducted at the supplier's manufacturing facilities by the Morgan Bronze Products Purchasing and/or Quality Assurance representatives.

These assessments are designed to evaluate the capability of the supplier's operations and quality system and to predict anticipated performance levels of product quality and delivery in the production phase. Assessment results are used in our supplier selection process, or, if the supplier was previously selected, the assessment alerts Purchasing, Quality and Engineering to areas targeted for supplier improvement.

Focus of the on-site assessment will include the following as a minimum:

- Audit review of supplier's self-assessment and related evidence.
- Review supplier's CAR process and tracking method for response time and verification of effectiveness.
- Review supplier's customer satisfaction measurement system.

These assessments may include:

- **Quality Management System** – if necessary, as a result of (or in conjunction with) product or process capability assessments, to determine whether the supplier's quality management system meets one or more of the applicable standards, and is functioning effectively.
- **Business and Manufacturing Operations** – to determine whether the supplier has the financial resources, production capacity, and other business resources needed to fulfill Morgan volume production needs and continuity of supply.
- **Continual Improvement Initiative** – to determine if the supplier's culture, methods and skills are present to actively pursue continual improvement.
- **Sub-Tier Supplier Control** – to evaluate the effectiveness of the suppliers sub-tier management processes and ensure that products or services procured from sub-tier sources and delivered to Morgan conform to all applicable Morgan requirements.

### The Quality Assessment Report

The Auditor from either Purchasing or Quality will write a report based on the on-site Supplier Qualification Assessment. The report will indicate strengths and weaknesses of the supplier's quality system against MORGAN requirements. The report may include required corrective actions by the supplier and suggestions for improvement. A copy of this report will be provided to the supplier and should generate a corrective action plan by the supplier if required. The completed report also reflects important logistic information about the supplier's organization.



#### 14) PRESERVATION, PACKAGING, LABELING, DELIVERY & TRACEABILITY

Preservation, packaging, labeling, and delivery methods must comply with common industry practices and Morgan requirements specified on the purchase order and/or this manual.

**Preservation** - In order to detect deterioration, the condition of product in stock should be assessed at appropriate planned intervals. The supplier should use an inventory management system to optimize inventory turns over time and should assure stock rotation, such as “first-in-first-out” (FIFO). Preservation of products shall also include, where applicable:

- Cleaning;
- Prevention, detection and removal of foreign objects;
- Special handling for sensitive products;
- Marking and labeling including safety warnings
- Shelf life control and stock rotation;
- Special handling for hazardous materials.

**Packaging** - The supplier must adequately plan for packaging designed to prevent product contamination, deterioration or loss and to eliminate shipping damage. Suppliers should provide expendable packaging or returnable containers, where appropriate, that provide for sufficient density and protection from any likely damage that may occur. Expendable materials and packaging must meet local and national standards for safe disposal and/or recycling. Sub-contractors performing a service on piece parts for MBP must ensure that all items are packaged and preserved adequately to guarantee that the product is delivered to MBP undamaged.

**Labeling** - Labeling and bar code requirements may vary among Morgan purchase orders. The Morgan Purchasing Manager will provide the supplier with the necessary specifications.

**Delivery** - The supplier should systematically inform Morgan of any delay in delivering product and provide a new dispatch date. The supplier is responsible for additional transport costs due to delays.

##### **Traceability**

Where traceability is a requirement on the purchase order, the supplier/sub-contractor shall control and record the unique identification of the product. According to the level of traceability required by the contract, regulatory, or other established requirement, the supplier/sub-contractor’s system shall provide for:

- identification to be maintained throughout the product life;
- all products manufactured from the same batch of raw materials or from the same manufacturing batch to be traced, as well as the destination (delivery, scrap) of all products from the same batch;
- for a product, a sequential record of its production (manufacture, assembly, inspection) to be retrieved.

##### **Separation of Multiple Part Numbers, Purchase Orders, Item Numbers and Addresses**

Shipping containers that contain multiple part number or purchase order items shall be clearly identified on the outside of the container as containing such. Place a label for each internal container on the exterior of the consolidation container. Orders to separate addresses shall be packaged separately and routed accordingly.

##### **Country of Origin and Marking (includes U.S.A.)**

Country of origin marking is mandatory to comply with Customs Regulations or MBP requirements. Packaging of articles must be legibly, conspicuously and permanently marked with the parts’ country of origin. For a product to be called Made in USA, or claimed to be of US origin without qualifications or limits on the claim, the product must be “all or virtually all” made in the U.S. The term “United States,” as referred to in the Enforcement Policy Statement includes the 50 states, the District of Columbia, the U.S. territories and possessions. “All or virtually all” means that all significant parts and processing that go into the product must be of U.S. origin. That is, the product should contain no - or negligible – foreign content.

U.S. suppliers should contact the Federal Trade Commission, Division of enforcement, since the phrase “made in U.S.A.” is under their jurisdiction. Guidance can be found at the following link, <http://www.business.ftc.gov/documents/bus03-complying-made-usa-standard>. For the purpose of this requirement, the designation “U.S.A.” is not adequate country of origin marking.

It is the supplier’s responsibility to ensure that marking on the product reflects the true country of origin of the product and that no illegal transshipment through a third country has occurred. The supplier must also ascertain that foreign suppliers are familiar with the country of origin rules.

#### 15) NADCAP ACCREDITATION

MBP requires all external suppliers/sub-contractors to obtain NADCAP accreditation for the following Controlled Processes. The supplier/sub-contractor is responsible for the cost of NADCAP accreditation.

- Non Destructive Testing
- Materials Testing





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## 16) Compliance with Regulatory Requirements

a) Supplier will adhere to the directions provided in EXECUTIVE ORDER (EO) 13224, executive order on terrorist financing – blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism, effective 09/24/2001 and any subsequent changes made to it. Supplier further agrees to include this requirement in lower-tier purchase orders or subcontracts hereunder. To view the contents of the EO, please access the following website:

<http://www.treas.gov/offices/enforcement/ofac/legal/EO/13224.pdf>

b) To ensure compliance with U.S. export laws, Morgan Bronze Products, Inc. does not conduct any business transactions with persons or companies on the Denied Persons List published by the U.S. Department of Commerce, the Debarred Parties List published by the Department of State, and the Specially Designated Nationals published by the Department of Treasury, Foreign Assets Control. Morgan Bronze Products, Inc. expects all suppliers and its sub-contractors to comply with these laws as well.

c) Use of “**Conflict Minerals**” from the Democratic Republic of the Congo and surrounding countries. Raw Materials Suppliers are expected to review and comply with the full details of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act at: <http://www.sec.gov/rules/final/2012/34-67716.pdf>. When requested by MBP Purchasing and/or Quality suppliers must complete the updated revision (3.01) of the Conflict Minerals Reporting Template. All suppliers must complete and submit the current revision (3.01) of the template even if you previously submitted the Revision 1.0. This template can be found along with training material at <http://www.conflictreesourcing.org>. Complete mine and smelter location address must be submitted for any smelter that is not included in the dropdown menus in the Template.

d) To ensure compliance with **REACH/RoHS**, Suppliers are expected to be aware of the current candidate list for “Substances of Very High Concern” (SVHC) located at <http://echa.europa.eu/web/guest/candidate-list-table> and assess whether the products or services provided contain chemicals classified as “Substances of Very High Concern” (SVHC) in a concentration of more than 0.1% by weight. If this is the case, this information must be communicated to Morgan Bronze.

## Restrictions for Use of Mercury and/or Mercury Containing Components

Products shall contain no metallic mercury and must be free from contamination by mercury. The Supplier shall not use mercury, mercury components or mercury bearing instruments or equipment that cause the contamination during the manufacture, service, assembly, or test of materials.

## Statement that Order is Free of Mercury

The Supplier shall send a signed statement with the shipment that tells that the items are free of mercury and free from mercury contamination, the statement must include:

The Contract Number

The National Stock Number (NSN), as applicable

The Manufacturer’s Code (CAGE) and Part Number or the Specification or Drawing Number

The date of shipment and the quantity shipped

This paragraph must be notated as below, or words that convey the same meaning:

“The undersigned certifies that the items shipped conform to the requirements of the Purchase Order. The items are free from mercury contamination. Mercury-bearing instruments and equipment which can cause mercury contamination were not used in the manufacture, service, assembly, or testing of the items supplied.”

The statement must contain the signature of a corporate or company officer.

## Inclusion of Mercury

If the inclusion of metallic mercury is required as a functional part of the items supplied, the supplier shall get written approval from Honeywell prior to delivery and shall supply a “Warning Plate” to show that metallic mercury is a functional part of the item. The label must identify the name and the location of the part or component.

## International Bug Ban on Containers with Solid Wood

- a) Containers, dunnage, pallets & skids other than those containing non-manufactured coniferous lumber shall be used when possible. If containers with solid wood components must be used, they shall be certified and marked bug free in accordance with ISPM 15 and/or as indicated by <http://www.aphis.usda.gov/ppq/swp/import.html>.

## 17) Cost Recovery

The supplier is responsible for cost that MBP incurred as a result of supplier responsible nonconformance.

## 18) Audit Rights Reserved / Right of Entry

Morgan Bronze Products, Inc., MBP Customer’s and Regulatory Authorities reserve the right to perform audits and/or inspections at the supplier’s/sub-contractor’s facility on the manufactured or repaired parts. Supplier/Sub-contractor material, records, process and routing sheets, manufacturing, and test and inspection facilities are subject to review by Morgan Bronze Products, its customers (Commercial and Regulatory Authorities). If on-site verification of Contract / Purchase Order conformance is required, the supplier/sub-contractor shall provide the equipment, facilities, and personnel necessary for Morgan Bronze and/or its customer’s representatives to verify compliance.

