



1. General

1.1. This Purchase Order is for the purchase of goods, services, or goods and services described on the face of this document (collectively, "Goods") and is issued by Ran-Tech Engineering and Aerospace, Inc. ("Buyer"). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. Buyer rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of Buyer's acceptance of or payment for Supplier's Goods. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: any supply agreement; a) the face of this Purchase Order and b) any supplemental terms included or incorporated by reference; then c) these general Purchase Order provisions; and finally d) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Buyer unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Buyer. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to Buyer for resolution.

2. Delivery, Shipment and Packaging

2.1. Supplier will deliver Goods in accordance with the quantities and date(s) specified on this Purchase Order. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by Buyer. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

2.2. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than Buyer's fault. If Goods are delinquent to Buyer's requirements, Supplier will grant Buyer first priority for Goods allocation and shipment. Buyer reserves the right to reject, at no expense to Buyer, all or any part of any delivery that varies from the quantity authorized by Buyer for shipment. Supplier will not make any substitutions without Buyer's prior written approval. All items will be packaged in accordance with Buyer's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition.

2.3. Deliveries as defined in 2.1 have a window for shipment to Buyer at (+3 / -0); up to three days early and zero days late.

3. Notice of Delay

3.1. Whenever anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately notify Buyer in writing of all relevant information with respect to such delay.

4. Excusable Delay (Force Majeure)

4.1. Neither party will be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided however, that any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its sub-tier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Supplier's delivery is delayed, Buyer may, at Buyer's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to Buyer, Supplier will allocate its available supply of Goods in a manner that assures Buyer of at least the same proportion of Supplier's total output of Goods as was allocated to Buyer prior to the excusable delay event. If delivery of any Goods is delayed for more than 30 days, Buyer may, without liability, cancel all or any part of this Purchase Order.

5. Shipping Terms, Title and Risk of Loss

5.1. If the Goods will be transported from Supplier's location in the U.S. to Buyer's location in the U.S., unless otherwise specified on the face of this Purchase Order or in a separate agreement, the F. O. B. point is Buyer's location (Destination). When the F. O. B. point is Supplier's location (Origin), Supplier bears all risk of loss or damage to the Goods and title passes to Buyer upon delivery of the Goods.



- 5.2. In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate agreement, Supplier will deliver the Goods DDU (Incoterms 2000) at Buyer's location. Title to Goods passes to Buyer upon receipt at Buyer's location.
- 5.3. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding the above, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock. Buyer may direct Supplier to ship the Goods to Buyer or to any third party designated by Buyer.
- 6. Import/Customs Compliance**
 - 6.1. Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, Buyer reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by Buyer due to Supplier's failure to comply with the terms and conditions of this Purchase Order.
- 7. Buyer-Supplied Materials, Tooling, Equipment and Technical Data**
 - 7.1. Title to any material, tooling, equipment or technical data that Buyer pays for or provides to Supplier, including replacements thereof ("Buyer Property"), will remain or vest with Buyer. Supplier will conspicuously label Buyer Property as such, maintain it in good condition, keep written records of the Buyer Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from Buyer. Supplier is responsible for inspecting and determining that the Buyer Property is in useable and acceptable condition.
 - 7.2. Supplier will use Buyer Property exclusively for the performance of Buyer Purchase Orders unless otherwise authorized in writing by Buyer's procurement representative.
- 8. Price**
 - 8.1. Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of this Purchase Order, Supplier will offer its lowest prices subject to written acceptance by Buyer. Unless otherwise provided on the face of this Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use or excise taxes; and all customs duties, fees or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Buyer of any Goods, Buyer shall pay such tax as an addition to payments otherwise due Supplier under this Purchase Order, provided that Supplier provides to Buyer a value added tax (or equivalent tax) invoice.
- 9. Invoicing and Payment**
 - 9.1. After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English: (a) name and address of Supplier and the Buyer entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Buyer's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Purchase Order. Payment terms are net 60 days from receipt of invoice and conforming Goods unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.
- 10. Quality Assurance. Supplier agrees to the following requirements:**
 - 10.1. To implement and sustain a quality system that conforms to the requirements set forth in ISO9001:2008 or equivalent system that will ensure product conformity and reliability.
 - 10.2. When required, will provide test samples for verification of process'.
 - 10.3. All documented information related to the work performed will be retained for a minimum of 11yrs after delivery.
 - 10.4. Insure that any employee doing work ordered by Ran-Tech understand their role in product conformity, product safety, and behaves in an ethical manner.
 - 10.5. All possible measures must be taken to prevent any counterfeit product material or parts delivered to Ran Tech.
 - 10.6. To allow Buyer, during normal business hours, to make reasonable inspections, of the facilities where Supplier and its sub tier suppliers manufacture or process the Goods.



11. Inspection

- 11.1. All Goods may be inspected and tested by Buyer; its customers; higher tier contractors; and end user at all reasonable times and places. If such inspection or testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. In its standard inspection and testing of the Goods, Supplier will use an inspection system accepted by Buyer in writing. All inspection records, including sub-tier supplier records relating to the Goods, will be maintained and made available to Buyer during the performance of this Purchase Order, and for such longer periods as may be specified by Buyer.
- 11.2. Notwithstanding any prior inspection at Supplier's premises, the manner and place of final inspection and acceptance by Buyer will be as determined by Buyer in its sole discretion. Buyer may inspect 100% or a sample of Goods, at Buyer's option, and may reject all or any portion of the Goods or lot of Goods if Buyer determines them to be defective or nonconforming. If Buyer performs any inspection (other than the standard inspection) due to discovery of defective or non-conforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, Buyer may, by written notice to Supplier: (a) rescind this Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, Buyer may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause.

12. Warranty

- 12.1. Supplier warrants to Buyer, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by Buyer, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer, (c) be merchantable, (d) be fit for the intended purposes to the extent the Goods are not of a detailed design furnished by Buyer and operate as intended, (e) comply with all applicable national and local laws, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information. Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a period of 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by Buyer from Buyer's customer. These warranties will survive any delivery, inspection, acceptance or payment by Buyer for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Goods were previously inspected. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods that meet the preceding standards are collectively called "conforming Goods." If conforming Goods are not furnished within the time specified by Buyer then Buyer may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the nonconforming Goods repaired, replaced or corrected at Supplier's expense. In addition to the costs of repairing, replacing or correcting nonconforming Goods, Supplier is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of Buyer's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems). Supplier will reimburse Buyer for all such costs upon receipt of Buyer's invoice. These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

13. Recall

- 13.1. Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by Buyer or its customer in relation to Supplier's Goods as Buyer may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Article will survive any termination or expiration of this Purchase Order and apply for at least the same duration as Buyer's obligation to its customer(s).

**14. Changes**

14.1. Buyer may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Buyer procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment for reasonable costs will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at Buyer's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within 30 days from the date of the receipt by Supplier of the Buyer-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by Buyer, Buyer may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

15. Design and Process Changes (Work Transfer)

15.1. Supplier will not make any changes to the design, materials, manufacturing location, or processes specified in this Purchase Order or documents referenced therein, or if none, those in place at time of issuance of this Purchase Order, without the advance written approval of Buyer's procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This is considered Work Transfer and does not meet the requirements of AS9100 and Ran Tech Customers. Special consideration may be made to move a product with a proper documented risk assessment and notification to Ran Tech of this move. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

16. Stop Work

16.1. Buyer may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under this Purchase Order for a period of up to 30 days (Stop Work Order), and for any further period as Supplier and Buyer may agree. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, Buyer may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

17. Termination

- 17.1. The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of nonconforming Goods.
- 17.2. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of Supplier by Buyer under this Article will entitle Buyer to all damages and remedies available at law or equity. Additionally, Supplier grants to Buyer a fully paid up, non-exclusive, irrevocable license to Supplier's Intellectual Property rights embodied or used in the Goods for Buyer to make, have made, and sell Goods using such Intellectual Property rights to fulfill Buyer's obligations to Buyer's customer(s).
- 17.3. Notwithstanding any firm time period or quantity, Buyer may terminate this Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 10 days' prior written notice.
- 17.4. If Buyer terminates this Purchase Order per above, Buyer's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Buyer prior to the date of termination. Upon termination, Buyer may require Supplier to transfer title and deliver to Buyer any completed Goods and Buyer will pay the Purchase Order price for such Goods.



18. General Indemnification

18.1. Supplier will, at its expense, defend, indemnify and hold harmless Buyer and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and Buyer's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of Buyer, Supplier will provide such documents to Buyer for review and approval, which will not be unreasonably withheld. In no event will Supplier enter into any settlement without Buyer's prior written consent, which will not be unreasonably withheld.

19. Intellectual Property Indemnification

19.1. With respect to the Goods provided hereunder, Supplier will, at its expense, indemnify and hold harmless, Buyer, from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded from issues arising out of, resulting from, or occurring in connection with, any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, and from expenses.

20. Confidentiality and Intellectual Property

20.1. Information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of Buyer; or (b) Supplier will design, develop or create in connection with this Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Buyer. All of the foregoing Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to Buyer, with Buyer having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in Buyer as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to Buyer all right, title and interest therein.

20.2. Buyer's Confidential Information will remain the property of Buyer, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to Buyer upon the earlier of Buyer's written request or completion of this Purchase Order. If, with Buyer's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to Buyer for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of Buyer's purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

21. Assignment and Subcontracting

21.1. Supplier will not assign this Purchase Order or any rights or obligations hereunder or subcontract all or any material aspect of the work called for hereunder without the prior written approval of Buyer.

22. Relationship of Parties/Independent Contractor

22.1. Nothing in this Purchase Order will be construed to place Supplier and Buyer in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties.



23. Notices

23.1. All Notices relating to this Purchase Order must be in writing. Notices to the parties will be sent to their respective addresses appearing on the face of this Purchase Order. Notices must be delivered personally; or delivered by recognized overnight courier; or mailed certified first class mail, postage prepaid; or sent by facsimile transmission to the facsimile number provided by Buyer or Supplier respectively; or sent by electronic transmission (email) with proof of delivery. Any Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or electronic transmission.

24. Publicity

24.1. Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Buyer.

25. Headings and Captions

25.1. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

26. Survival

26.1. All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order.



VARIABLE REQUIREMENTS

The following requirements shall be met when called out on the applicable purchasing document by Code. Supplier is encouraged to review for the inclusion of any items noted below and take early actions to ensure compliance with expectations.

CODE	DESCRIPTION	CODE	DESCRIPTION
A01	Supplier's Quality Management System shall comply with the requirements of ISO9001:2008 at minimum.	C24	Buyer's <i>Customer</i> source inspection is required as part of the delivery of this order. Contact your Buyer rep at least 48hrs in advance of the need for source inspection.
A02	Supplier's Quality Management System shall comply with the requirements of ISO14001.	C25	<i>Reserved</i>
A04	Supplier's Quality Management System shall comply with the requirements of TS16949.	Q08	Certificate of Conformance is required to be delivered with this order.
A05	<i>Reserved</i>	Q09	First Article Inspection and report shall be delivered with the initial shipment of this order.
A06	Supplier's Quality Management System shall comply with the requirements of AS9120.	Q14	Buyer source inspection is required as part of the performance of this order. Contact your Buyer rep at least 24hrs in advance of the need for source.
A07	Customer specific: Place this statement conspicuously on your certifications when performing work for RT. <i>"Where applicable, it is hereby certified that (A) the parts and/or materials reflected herein, were produced under FAA approved manufacturing and Quality Control systems/methods as set forth in FAA Production Certificate No. 700 issued to the Boeing Co. and (B) such parts and/or materials are new and in an airworthy condition."</i>	Q15	Material Test reports shall accompany shipment of this order and shall include material origin.
A08	Supplier shall meet the requirements of RT Standard Terms and Conditions at minimum.	Q19	Calibrations performed as part of this order shall be performed in accordance with ISO17025 and records shall be traceable to NIST. Calibration certification shall accompany shipment.
A09	<i>Reserved</i>	Q20	Material traceability certifications are required to be delivered with this order.
A10	Supplier is encouraged to adopt and enforce concepts embodied in Boeing's Code of Basic Working Conditions and Human Rights (http://www.boeing.com/aboutus/culture/code.html). Any material violation by Supplier of applicable laws relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, of the country or countries in which Supplier is performing work under this Order may be considered a material breach and Buyer may exercise cancelling the order as a default event. Supplier shall include the substance of this clause, including the flow down requirement, in all subcontracts awarded Supplier under this Order.	Q21	Processors shall provide data and traceability for processes such as heat treating, plating, painting, welding, NDT activities and/or any other process annotated on the RT Purchase Order.
A11	Supplier acknowledges and accepts full and sole responsibility to maintain an environment, health and safety management system ("EMS") appropriate for its business throughout the performance of this Order. Buyer expects that Supplier's EMS will promote health and safety, environmental stewardship, and pollution prevention by appropriate source reduction strategies. Supplier shall convey the requirements of this clause to its suppliers.		
P05	Supplier shall certify their DBE status and deliver evidence as part of this order.		

Axx - Administrative Code
 Cxx - Buyer Customer Code
 Pxx - Procurement Code
 Qxx - Quality Code