

Purchase Order Quality Flow-Down Requirements

1. CERTIFICATE OF CONFORMANCE

- A. The SELLER shall submit a certificate of conformity or other evidence of Product conformance documentation from the supplier receiving this Purchase Order must accompany all shipments declaring that the Product is in conformance with all Purchase Order and design requirements and must contain the information noted below.
- (1) Suppliers full name and address.
 - (2) Customer Purchase Order number, Purchase Order revision, and Purchase Order line number.
 - (3) Purchased item number or part number and revision.
 - (4) Traceability information to include lot number, heat lot, date, job batch information or the individual item trace (e.g., serial number).
 - (5) Quantity of parts in the shipment.
 - (6) List of all customer-approved nonconformances with dispositions of Use As Is or Repair.
 - (7) A statement attesting that product provided under this contract conforms to all contract requirements.
 - (8) Authorized quality representative signature and date.
- B. Shipments with multiple line items from the same PO can be listed on one certificate if there is a clear line item and quantity traceability.

2. CERTIFICATE OF ORIGIN

- A. All Deliverable Data items noted in other clauses must show a clear chain of custody (including but not limited to heat number, lot number, and batch number to the extent applicable to this Purchase Order) that links the entire certification package of the shipment together. This includes any Special Process certifications performed by Supplier's sub-tier suppliers.
- B. Unless required by other Deliverable Data QC or specific PO note, traceability data for electronics, electrical parts, raw material, and mechanical parts included in components or assemblies must be readily retrievable and provided to Purchaser upon request. Distributors or SELLERs other than original manufacturers must maintain clear traceability to the original manufacturer for each lot in a shipment and must be readily retrievable and provided to Purchaser upon request.

3. QUALITY SYSTEM

- A. Inspection
- (1) At no additional cost to BUYER, all Goods (including raw materials, components, and intermediate assemblies) shall be subject to inspection, surveillance, and testing at reasonable times and places, including SELLER's subcontractors' locations. BUYER and BUYER's customer have the right to visit SELLER's and SELLER's subcontractors' locations during operating hours to inspect, review, and assess progress and performance under this Contract, including, but not limited to, production, schedule, and quality. Any representative of BUYER or BUYER's customer shall be allowed access to all areas used for the performance of the Contract. Any such inspections, surveillance, reviews, and tests shall be performed so as not to unduly delay the work.
 - (2) SELLER shall provide an inspection system acceptable to BUYER prior to start of fabrication and maintain such inspection system throughout fabrication. This system shall be in effect at the start of each phase of the fabrication of each shipset of supplies. Records of all inspections and tests by SELLER shall be kept complete and available to BUYER during the performance of this Contract and until expiration of the warranty period or for such longer period as may be specified elsewhere in this Contract. SELLER shall tender to BUYER for acceptance only supplies that have been inspected

and/or tested in accordance with the inspection system and have been found by SELLER to be in conformity with Contract requirements. SELLER shall provide BUYER with copies of inspection and test records, not otherwise required to be delivered under this Contract, within ten (10) business days of receiving BUYER's written request for same. Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate and shall be used for trend analysis and to assess corrective action and effectiveness.

- (3) If BUYER or BUYER's customer performs an inspection, surveillance, review, or test on the premises of SELLER or its subcontractors, SELLER shall furnish, and require its subcontractors to furnish, without additional charge, reasonable facilities, and assistance for the safe and convenient performance of these duties.
- (4) BUYER's rights to perform inspections, surveillance, and tests and to review procedures, practices, processes, and related documents related to quality assurance and quality control shall extend to the customers of BUYER that are departments, agencies, or instrumentalities of the Government. BUYER may also, at BUYER's option, by prior written notice from BUYER's Procurement Representative, extend such rights to other customers of BUYER and to agencies or instrumentalities of foreign governments. SELLER shall cooperate with any such Government-directed or BUYER-directed inspection, surveillance, test, or review without additional charge to BUYER. Nothing in this Contract shall be interpreted to limit Government access to SELLER's facilities pursuant to law or regulation.
- (5) The inspections, surveillance, reviews, and tests by BUYER of any Goods or lots thereof does not relieve SELLER from any responsibility regarding defects or other failures to meet any Contract requirements, which may be discovered prior to expiration of the warranty period.

B. Acceptance

- (1) BUYER shall accept the Goods or give SELLER notice of rejection within a reasonable time after the date of delivery, and if no notice is provided after ten (10) days of BUYER's receipt the Goods shall be deemed accepted. No payment, prior test, inspection, passage of title, any failure or delay in performing any of the foregoing, or failure to discover any defect or other nonconformance shall relieve SELLER of any obligations under this Contract or impair any rights or remedies of BUYER.
- (2) BUYER may revoke acceptance of Goods if Goods are non-conforming and if BUYER's acceptance was reasonably induced either by the difficulty of discovery before acceptance or by the SELLER's assurances.
- (3) Acceptance shall not be final with respect to any Goods that contain latent defects.

C. Rejection

- (1) If SELLER delivers defective or non-conforming Goods, BUYER may at its option and at SELLER's expense:
 - (a) require SELLER to promptly reperform, correct, or replace the Goods or
 - (b) correct the Goods. Return to SELLER of defective or non-conforming Goods and redelivery to BUYER of corrected or replaced Goods shall be at SELLER's expense.
- (2) Goods rejected prior to delivery as not conforming to this Contract shall, at the election of BUYER, and at SELLER's expense, be replaced or corrected either by BUYER or by SELLER at the location where the supplies are at time of failure.
- (3) SELLER shall not redeliver corrected or rejected Goods without disclosing the former rejection or requirement for correction. SELLER shall disclose any corrective action taken. All repairs, replacements, and other corrections and redeliveries shall be completed as BUYER may reasonably direct.

4. NONCONFORMANCES

- A. The SELLER shall request approval from the BUYER, in writing, for all nonconformances which affect fit, form or function, or otherwise affect the terms of the order when it is believed that “use as is” or “use after repair” dispositions would be appropriate. Request for acceptance of nonconforming material shall be as specified in DOD-STD-480A or MIL-STD-480B and shall contain the information necessary to permit BUYER analysis and disposition. As a minimum this information shall consist of the following:
- (1) Purchase order number
 - (2) Assembly, subassembly or part name and number
 - (3) End item drawing revisions and serial number or lot number, as applicable
 - (4) Quantity of discrepant items
 - (5) Description of the nonconformance and/or proposed method of repair as applicable
- B. Nonconformances which do not affect fit, form or function, as defined in MIL-STD480B, or otherwise affect the terms of this order shall be dispositioned by the Supplier through his standard Quality Procedures. All nonconformance dispositions by the SELLER shall be retained for the duration of the contract and shall be made available to the BUYER’s representative, at the SELLER’s facility, for the duration of the contract.

5. CORRECTIVE / PREVENTATIVE ACTION

SELLER must investigate material and document nonconformances communicated by Purchaser to determine root cause(s) of failures, act as appropriate to correct future failures and avoid shipping additional product with a recurrence of the deficiency. SELLER corrective action(s) may be documented in the SELLER’s format. SELLER must acknowledge and respond within the timeframe set forth in such Purchaser notifications. BUYER’s request for corrective actions may include performance of additional documented inspection activities prior to shipment or a partial or re-accomplishment of the First Article Inspection.

6. COUNTERFEIT GOODS

- A. SELLER shall not furnish Counterfeit Goods to BUYER. Counterfeit Goods are defined as Goods or separately identifiable items or components of Goods that:
- (1) are an unauthorized copy or substitute of an Original Equipment Manufacturer or Original Component Manufacturer (collectively, “OEM”) item;
 - (2) are not traceable to an OEM sufficient to ensure authenticity in OEM design and manufacture;
 - (3) do not contain proper external or internal materials or components required by the OEM or are not constructed in accordance with OEM design;
 - (4) have been re-worked, re-marked, relabeled, repaired, refurbished, or otherwise modified from OEM design but not disclosed as such or are represented as OEM authentic or new; or
 - (5) have not passed successfully all OEM required testing, verification, screening, and quality control processes. Notwithstanding the foregoing, Goods or items that contain modifications, repairs, rework, or re-marking as a result of SELLER’s or its subcontractor’s design authority, material review procedures, quality control processes or parts management plans, and that have not been misrepresented or mismarked, shall not be deemed Counterfeit Goods. Counterfeit Goods shall be deemed nonconforming to this Contract.
- B. SELLER agrees to take reasonable efforts to try to insert the substance of this clause, including this sentence, in any lower tier subcontract.

7. NOTIFICATION OF INSPECTION OR TEST

SELLER agrees to notify BUYER, in writing, when the material will be inspected and/or tested. A minimum of five (5) calendar days is required to arrange such a visit.

9. HAZARDOUS MATERIAL

BUYER will not accept, store or dispose of any toxic substances or hazardous material except as and to the extent, if at all, expressly provided for in this Order. In particular, paints, primers, or coatings on products required by this Order that contain the following constituents shall not be shipped without prior written approval by BUYER: arsenic, mercury, methylene chloride, methyl ethyl ketone (MEK), lead, and chromium, their compounds, or organo-metallic material. Materials known or suspected of containing or coming in contact with asbestos, polychlorinated biphenyls (PCBs), or mercury or mercury containing compounds shall not be provided without BUYER's prior written permission. If specifications and standards invoked permit other materials in lieu of these materials, they shall be used.

10. SUB-TIER SUPPLIERS

If any Products applicable to this Purchase Order are procured by the SELLER from sub-tier suppliers, the SELLER agrees to flow the requirements of this Purchase Order (including all applicable quality requirements) to the sub-tier suppliers that are necessary to ensure Product conformity.