

**PURCHASE ORDER QUALITY FLOWDOWN REQUIREMENTS FOR  
COMMERCIAL-OFF-THE-SHELF (COTS) PRODUCTS**

**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.

C. All items will be “new” and not “refurbished”, “reworked”, or “repaired”. “New” implies that the item is in its original, unused condition, directly from the manufacturer or supplier. Refurbished items are previously used and have been returned to a like-new condition through a process of cleaning, repair, and testing. “Reworked” and “repaired” terms indicate that the item has undergone some form of repair or modification, which may not necessarily restore it to its original state or condition.

**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. 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.

#### **4. PRIORITY RATING**

This Contract is a "DO-A3 rated order" certified for national defense use, and SELLER shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 CFR Part 700). SELLER shall include the substance of this clause in all subcontracts SELLER places in support of this Contract.

#### **5. 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.

#### **6. 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 invoked, specifications and standards permit other materials in lieu of these materials, they shall be used.

#### **7. 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.