

Supplier Quality Assurance Clauses

NOTE: In addition to clauses 100a-k minimum requirements on each purchase order, the applicable quality requirements described below form part of the terms and conditions of the Purchase Order. Clause 101 – 117 required per type supplier breakdown chart. Excluded are suppliers of stationary supplies, janitorial services, etc.

Type of Supplier Clause Breakdown

Calibration	100a – 100k, 101, 104, 105, 107, 108, 110, 116
Distributor	100a – 100k, 101, 104, 105, 107, 110, 114, 115, 116
Manufacturer	100a – 100k, 101, 104, 105, 107, 108, 110, 111, 114, 115, 116
Marking	100a – 100k, 101, 104, 105, 107, 110, 111, 115, 116
Subcontractor/ Services	100a – 100k, 101, 104, 105, 107, 108, 110, 111, 115, 116

Acceptance: Entire Agreement: Each Purchase Order constitutes Buyer’s offer to purchase from Seller. BUYER EXPRESSLY OBJECTS TO AND EXPRESSLY REJECTS ANY PROVISIONS ADDITIONAL TO OR DIFFERENT THAN THE TERMS HEREOF THAT MAY APPEAR IN SELLER’S QUOTATION, ACKNOWLEDGMENT, CONFIRMATION, INVOICE OR ANY OTHER PRIOR OR LATER COMMUNICATION FROM SELLER TO BUYER UNLESS SUCH PROVISION IS EXPRESSLY AGREED TO BY BUYER IN A WRITING SIGNED BY BUYER. No conditions, custom, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these clauses shall be binding unless hereafter made in writing and signed by the party to be bound. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported immediately by Seller to Buyer and Seller shall immediately remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed by Buyer.

CLAUSE NUMBER	CLAUSE DESCRIPTION
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| <p>100</p> | <p>During the execution and performance of the Purchase Order, the supplier shall establish and maintain a system that complies with all the requirements below (100a – 100k). The Purchaser may invoke additional requirements on the Purchase Order to meet contractual needs.</p> <ul style="list-style-type: none"> a. DRAWINGS & DOCUMENTATION: It is the responsibility of the supplier to meet all requirements of the latest issue or revision to the Purchase Order drawings or/and any other applicable specifications. If needed and prior to fulfilling the Purchase Order the supplier shall request from the Purchaser any drawing and documentation required. The supplier shall not make any changes to the design or process without first receiving the written approval from Purchasing. b. INSPECTION & TEST: the supplier shall subject all supplies to inspection and test, to the extent practicable; to ensure compliance to applicable drawings and specifications of this order and assure only conforming articles are shipped to the Purchaser. The term "supplies" here includes without limitation, raw materials, component intermediate parts or subassemblies, and the end product to be shipped to the Purchaser. c. MATERIAL CONTROL: The supplier's quality system shall provide for the positive control and identification of materials and services used to fill the order. A system for marking or otherwise identifying materials to prevent their accidental misuse must be in place and being followed. The supplier’s positive control will include the notification to the customer if nonconforming product escapes their plant and ships to the customer. d. NONCONFORMING ARTICLES CONTROL: <ul style="list-style-type: none"> i. Suppliers must have a system to identify and isolate nonconforming articles. ii. Evaluate each nonconformance for its potential to exist in previously produce items and notify the Purchaser and Quality Manager or Engineer in writing within 24 hours of possible or verified non-conformances on items in transit or already delivered. This notification should include the description of discrepancy, part number, serial number, lot number/date code, quantity delivered, and date delivered. iii. Disposition authority is limited to rework to engineering. e. CALIBRATION: Product acceptance inspections and tests, conducted in fulfillment of this order, shall be performed with calibrated equipment traceable to NIST. Supplier shall provide and maintain gages and other measuring and testing devices necessary to assure that products conform to the technical requirements. Measurement |
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- and test equipment used to determine conformance to requirements shall be maintained in the best possible condition and periodically calibrated to insure accuracy.
- f. **CERTIFICATION OF CONFORMANCE:** Suppliers shall certify conformance to all requirements. Such certification shall accompany each shipment. This Certification of Conformance is a written statement certifying that the articles supplied are in conformance to the requirements of the Purchase Order. The certificate shall show Purchaser's P.O. number, part number, quantity shipped, and be dated and signed by an official of the supplier. The signature block shall include the typed name and title of the signer.
 - g. **RETENTION OF RECORDS:** Suppliers shall maintain, on file at the Supplier's facility, Quality Records traceable to the conformance of product/part numbers delivered to CIA&D. Seller shall make such records available to regulatory authorities and CIA&D's authorized representatives. Supplier shall retain such records for a period of not less than (10) ten years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order. *If unable to maintain documents for the time specified, supplier agrees to offer documents to CIA&D before destroying.*
 - h. **RETURN POLICY:** CIA&D reserves the right to return product, within a reasonable amount of time, if product received fails to meet dimensional and/or structural requirements of the purchase order or drawing.
 - i. **FLOW DOWN TO SUB-TIER SUPPLIERS:** If the supplier utilizes a sub-tier supplier for any part of this purchase order, the supplier shall flow down all applicable requirements of the purchase order, including key characteristics where required.
 - j. **RIGHT OF ACCESS:** The supplier shall allow CIA&D, our customer, and regulatory authorities the right of access to all facilities at any level of the supply chain involved in the order and to all applicable records.
 - k. **MATERIAL CERTIFICATION:** When raw stock is used to make a part, the supplier shall obtain a report from the supplier's source certifying that the material is as specified by the Purchaser. A true copy of this report shall accompany all deliveries to the Purchaser whenever the material is used in the order.
- 101 PACKAGING:** Material delivered here under shall be packaged in accordance with:
- a. **Standard Commercial Practice** -All material shall be protected against corrosion, contamination, deterioration, or other spoilage during transit. All material shall be packed with suitable protection as to prevent damage through handling, transit, and during storage prior to use. Packaging will be in accordance to "Best Commercial Practice" unless otherwise stated.
 - b. **Military Specified** - The stated item shall be packaged in accordance with the given military specification as stated on the CIA&D's PO.
 - c. **ESD Protection** - Electrostatic discharge protection per MIL-STD-1686 and MIL-HDBK-263 is required if parts are susceptible to static damage.
- 102 GOVERNMENT SOURCE INSPECTION:** Government source inspection is required prior to shipment from your facility. Upon receipt of this order, promptly notify the Government Representative who normally services your facility so that appropriate planning for Government Inspection can be accomplished. Evidence of this Government Inspection must be indicated on the shipper or packing sheet for each shipment.
- 103 CUSTOMER SOURCE INSPECTION:** Source inspection by the Purchaser is required prior to shipment from your facility. Notify Purchaser three days in advance of date when material is ready for our inspection. If material is not ready when called, the supplier shall be liable for all expenses incurred by the Purchaser.
- 104 INSPECTION SYSTEM:** Supplier shall have a system that assures compliance to AS9100/ISO9001 or equivalent, "Inspection System Requirements."
- 105 INSPECTION & TEST REPORTS:** Include with each shipment a true copy of the lot or item acceptance inspection and tests results. When quantitative limits are established by the specifications, the report shall indicate the actual values

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obtained. Reports shall include control identity (e.g.: heat, lot, serial no.) of material/item tested. An authorized representative shall validate the report by either inspection stamp or signature.

- 106 FIRST ARTICLE INSPECTION:** Supplier is to conduct a first article inspection. Suppliers are required to use the AS9102 format at the most recent revision. This requirement is a 100% inspection of the article ordered plus all component parts and subassemblies used on the article. Supplier is to submit a complete report together with the article it represents to the attention of the Purchaser's Q. A. Department. For each component part and subassembly used, as well as the article ordered, the report is to list the characteristics and requirements called out on each drawing, the method or equipment used for measuring or testing the characteristics and requirements, and the actual results obtained.
- 107 SPECIAL PROCESS CONFORMANCE:** The supplier and any sub-tier to the supplier that is engaged in special processes shall have that Special process approved by the Purchaser, or the supplier shall have an approved system that controls the special process and sub-tier special process. The Purchaser shall approve the controlling system. The Purchaser reserves the right to approve the use of sub-tier special processors used by the supplier in performance of the contract. There shall be absolutely no changes what so ever in the supplier's process or the use of the sub-tier's process without the expressed written authorization from the Purchaser's Quality Assurance Department. Examples of a special process include: plating, soldering, welding, brazing, and heat-treating.
- 108 MATERIAL TRACEABILITY:** The Supplier shall establish a suitable system for providing traceability of materials used during performance of this order. Records and materials must be identified by; lot, batch, heat, or serial number as required maintaining traceability.
- 109 TEST REPORTS:** One (1) copy of test reports indicating chemical composition and/or actual physical properties identifiable to each lot, batch or heat treat lot shall accompany each shipment and shall be signed by an authorized representative of the supplier. If information is considered proprietary and conformance to military specifications is claimed, then substitute quality conformance data.
- 110 FACILITY RELOCATION/PROCESS CHANGE NOTIFICATION:** The Supplier will notify the Purchaser and obtain written confirmation from the Purchaser acknowledging Supplier's intentions. This would need to be accomplished 6 months prior to a relocation or process change-taking place.
- 111 AS9100 REQUIREMENTS:** The Supplier shall have an established Quality Management System of which encompasses the requirements outlined in AS9100. These requirements shall be flowed down to the Seller's suppliers as required by the AS9100 Standard.
- 112 Lockheed Quality Clause Appendix QX (and requirements by commodity as they relate to your product as noted in Table 1 in Appendix QX) and QCS-001 (see first bullet below for Lockheed approved special processors):**

Located at <http://www.lockheedmartin.com/us/aeronautics/materialmanagement/scm-quality.html>

- QCS-001 Processing Source - Processing to be accomplished in performance of this Purchase order is directly related to a Lockheed Martin Aeronautics Company Purchase Order and must be accomplished in accordance with process specification(s) on this purchase order and the revision in effect as of the date of This PO of Lockheed Martin Aeronautics Company Appendix QJ. All requirements of such Appendix QJ paragraph 12. a. - f. shall be accomplished. Appendix QJ is located <http://www.lockheedmartin.com/us/aeronautics/materialmanagement/scm-quality.html> Seller must flow CIA&D's furnished vendor I.D. # 012714 down to their sub-tier suppliers in the event they sup any special processes out to their supplier.
- Q.M.S. notes 1 and 6 of QX Table 1 in general and Notes 2, 5 and 6 for Service Center Provider
- See para. 1.4 (a) thru (g) for Counterfeit Parts Prevention.
- Appendix Q2A and AS/EN 9102 First Article Inspection
- Q4R for all suppliers.

112A Lockheed Corp Doc 3 and 3A is applicable.

Located at:

<http://lockheedmartin.com/en-us/suppliers/documentation/2018standc.html>.

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113 Supplier Furnished Specialty Metals: The purpose of this clause is to advise CIA&D's suppliers of metal parts that it is necessary to comply with specialty metals requirements associated with DoD Contracts. The DFARS 252.225 clauses 7008 and 7009, regarding Acquisition of Specialty Metals, implement a portion of the Berry Amendment, a federal law (10 USC 2533a). It requires certain specialty metals (such as Steel, Titanium, Stainless Steel, or Zirconium) incorporated in articles delivered under DOD contracts be melted in the United States or a qualifying country (or incorporated in an article from a qualifying country). Qualifying countries are listed in DFARS 225.872-1. The DFARS can be found on the following website: <http://www.acq.osd.mil/dpap/dars/dfars/html/current/252225.htm>. The supplier shall maintain on file, as objective evidence thereof, the applicable chemical and physical test records indicating the country where the specialty metals were melted. The Supplier shall flow down this requirement, as stated herein, to sub-tier suppliers and shall afford CIA&D's right-of-access to records, as stated herein.

114 Counterfeit Parts: Supplier shall adhere to CIA&D's Procedure for Counterfeit Parts in conjunction with AS5553 Rev. D when servicing this Purchase Order. Supplier will comply with the following requirements:

- 1.1. SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to CIA&D and that the Work delivered contains no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by CIA&D. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, SELLER shall only purchase authentic parts/components directly from the Original Equipment Manufacturers ("OEMs")/OCMs or through the OEM's/OCM's authorized distribution chain. SELLER must make available to CIA&D, or when requested, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by CIA&D Procurement Representative.
- 1.2. SELLER must present complete and compelling support for its request and include in its request all actions to ensure the parts/components thus procured are legitimate parts. CIA&D approval of SELLER request(s) does not relieve SELLER's responsibility to comply with all Contract requirements, including the representations and warranties in this paragraph.
- 1.3. SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and CIA&D approval before parts/components are procured from sources other than OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. SELLER shall provide copies of such documentation for its system for CIA&D inspection upon CIA&D request.
- 1.4. If the SELLER is providing electronic components/devices only, the following certification applies:
 - Certification of Origin of Product
 - Acceptance of this Contract constitutes confirmation by the SELLER that it is either the Original Equipment Manufacturer (OEM), Original Component Manufacturer (OCM), or a franchised or authorized distributor of the OEM/OCM for the product herein procured. SELLER further warrants that OEM/OCM acquisition documentation that authenticates traceability of the components to that applicable OEM is available upon request. If the SELLER is not the OEM/OCM or a franchised or authorized distributor, the SELLER confirms by acceptance of this Contract that each product supplied to CIA&D has been procured from the OEM/OCM or a franchised or authorized distributor of the OEM/OCM. The supplier further warrants that OEM/OCM acquisition traceability documentation is accurate and available to CIA&D upon CIA&D request.
- 1.5. SELLER shall flow the requirements of this provision to its subcontractors and suppliers at any tier for the performance of this Contract.

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116 FOD: Supplier shall adhere to FOD requirements in NAS412. Especially noting the following sections Sect. 5.0, Sect. 5.1, Sect. 5.2, Sect. 5.10, Sect. 5.10 Sub-Para 2, NAS 412 10.0 (lesson learn), Sect. 5.3, Sect. 5.4, Sect.5.5, Sect. 5.6, Sect.5.9, Sect 7.0). SAE International AS9146.

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117 International Sourcing Requirements:

- **FARs 252.225-7007 – Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies.**
- **FARs 252.225-7009** – Restriction on Acquisition of Certain Articles Containing Specialty Metals.
- **FARs 252.204-7008** – Requirements for Contracts Involving Export-Controlled Items.
- **FARs 252.255-7001** – Buy American and Balance of Payments Program.
- **FARs 252.225-7006** – Quarterly Reporting of Actual Contract Performance Outside the United States.
- **FARs 252.225-7013** – Duty Free Entry.
- **FARS 252.225-7016** – Restriction on Acquisition of Ball and Roller Bearings.
- **FARs 252.225-7021** – Trade Agreements.
- **FARs 252.225 7033** – Waiver of United Kingdom Levies.

118 The items covered by this purchase order are for use on Aerospace equipment and must conform to the requirements of NHB5300.4 (1C). "The government reserves the right to inspect any and all of the materials included in this order at the supplier's plant." Seller acknowledges receipt of this order and accepts it subject to the terms and conditions printed above where applicable

Type Supplier can include but is not limited to:

Calibration = calibration services, repairs, etc.

Distributor = buy and sell, etc.

Manufacturing = machine shop, electronics, plastics, metals, etc.

Marking = laser, silkscreen, etching, stamping, paint, ink, etc.

Subcontractor/Services = heat treat, brazing, plating, paint, silkscreen, welding, soldering, secondary operations, value added processes, etc.