

Purchase Order Quality Clause QC37

Rev AL Jan 2021

Commodity
Third Party Products

Clause A - Quality System Requirements

All references to the term "Government" in any of the documents referenced below shall be replaced with the term "CWDS and/or the Government". All references to the term "Departmental Representative" shall be replaced by CWDS Representative and/or Departmental Representative".

- A1** The supplier shall establish and maintain a Quality Management System that complies with International Organization for Standardization.
For example :(ISO 9000:2015, AS9100, AS9120 or equivalent as applicable to the product or services they provide)
Supplier's Quality Management System is subject to audit, verification and approval and/or disapproval by CWDS designated representative(s).
- A2** The supplier shall notify CWDS Supply Chain in writing of any significant change to the quality management system and/or its approval status including any suspensions, disapprovals and major non-conformities issued by their certification body. This shall include provision of renewed certifications.

Clause B - Quality Assurance Requirements

- B1** CWDS's Customer and the Prime Contractor reserve the right to carry out Quality Assurance practices at source during performance of this order.
- B2** CWDS reserves the right to carry out Supplier Quality System Audit, Source Inspection and/or Test at the supplier's facility prior to shipment.
- B3** **Control of Nonconforming Product**

Any nonconformance discovered by the Supplier, on products in their control, shall be documented by the organizations' approved method of nonconformance reporting. (8d is a preferred format) This shall include a detailed description of the nonconformance; location (by drawing reference point, hardware reference point, clock location, etc.); and exact callout of the violation by drawing or specification requirement (including sub-paragraph or illustration number). It shall also list what type of inspection revealed the discrepant condition, and what, if any, subsequent actions were taken prior to disclosure. Dimensional violations shall include "should be" and "is" dimensions, and tool(s) calibration traceability numbers.

B5 Failure Reporting and Corrective Action

Should a failure occur during CWDSs' Qualification Testing, ATP or field returns, the following actions shall be taken by the vendor within ten (10) working days of receipt.

- a. Determine the cause of failure (i.e., component).
- b. Submit an 8D or similar corrective action and containment plan, if required by CWDSs, for approval based on failure analysis. Implement and verify corrective action and repeat or continue tests as required within 30 days or request an extension from CWDS buyer. CWDS reserves the right to have the vendor repeat any tests necessary to verify the corrective action, and to direct the scheduling of retests, the data to be taken, and the extent of reconditioning needed for the purpose of these tests. A failure is defined as any condition which causes any of the test item(s)' performance characteristics to be outside of the control specification requirements at any specified environmental condition, or as further specified by the requirements of the applicable test.

Clause C - Manufacturing, Test and Inspection Requirements

- C1** The supplier shall provide manufacturing test and inspection data with each shipment as applicable to the commodity, which shall specifically include or traceability to :

- a) The Purchase Order number

- b) The part number and revision level
- c) Traceability to specific items or lots
- d) Approval by the supplier's authorized representative.

C2 The supplier shall ensure and maintain the physical and chemical test reports on raw materials on file, either at the supplier's plant or at those of their OEM suppliers, and that any processes used in the fabrication of CWDS parts satisfy the requirements of the applicable specifications (including, where applicable, certification of process personnel). Records must be available for examination by CWDS upon request.

C4 Shipments made against this Purchase Order must be accompanied by a Certificate of Conformance attesting that all the applicable specifications, drawings, and Purchase Order requirements have been met. The supplier must maintain quality records applicable to the certificate for a period of not less than Seven years.

The C of C must contain the following as a minimum:

- a) The Purchase Order number
- b) Manufacturers part number and revision level (rev level if item is revision controlled)
- c) Quantity shipped
- d) Approval by the supplier's authorized representative
- e) The manufacturers' lot (batch or serial number) and the date of manufacturer (date code) for each unique item as applicable that the C of C pertains to. **(Exemption to (e) requirement is acceptable for connectors)**

The supplier shall not supply electrical, electronic, or electromechanical (EEE) parts having lot date codes older than 5 year without specific C-W agreement in writing.

If this agreed material is MSL 2 or worse than the supplier shall verify prior to delivery that a valid HIC Tag is present along with desiccant in the component bag.

Customer Furnished Equipment is exempt from this requirement.

- C5** The supplier shall furnish a C of C stating that the product supplied was developed with adequate controls and documentation and testing as applicable. All such documentation shall be made available upon request.

The C of C must be approved by the suppliers authorized representative and must accompany the shipment. **Electronic approval is acceptable**

- C6** Each part shall be identified with a unique serial number traceable to its production lot records.
- C7** Each part shall be marked with a manufacturers date code traceable to its production lot record. If it is not practical to mark the part, the lowest order of packaging shall be marked with the date code.
- C10** Independent Distributor and third party card sources shall establish and implement test and inspection activities necessary to assure the verification of purchased product. See CWDS procedure 830585 Verification of Authenticity - Testing Requirements. Available on the CWDS supplier portal which depicts exact reporting structures and test requirements to follow. Independent Distributor's shall document and provide upon request all available tests and inspections results performed to assess and mitigate the risk of distributing fraudulent/counterfeit parts. Supplier's will provide clearly defined accept/reject criteria and sampling criteria to CWDS for approval. Suppliers Tests and inspection are to be performed by persons that have been trained in the defined product verification techniques. Staff shall be trained based on demonstrated competency. Independent Distributor's shall maintain records of training and methods used to demonstrate competency.

Clause D - Change Control Requirements

- D1** The supplier (distributors exempt) shall operate and maintain a written Configuration Management system, which shall ensure:
- a) Changes are properly evaluated, classified, and documented.
 - b) Traceability of all changes made after the initial baseline is maintained.

c) Baselines are clearly defined and are re-creatable from CM records.

- D2** By acceptance of this order, the supplier agrees to inform CWDS immediately in writing, of any proposed changes, which affect fit, form, function, reliability, weight, or any other specified requirement of the items on this Purchase Order. All such changes shall be submitted to CWDS on the supplier's normal change control format for approval prior to implementation. CWDS will reply in writing on the acceptability of the proposed changes.
- D3** By acceptance of this order, the supplier certifies that no changes affecting fit, form, function, reliability, weight, or any other specified requirement of the items on this Purchase Order have been implemented since any prior deliveries of the items to CWDS. In the event of such changes, the supplier shall inform CWDS in writing of all changes prior to delivery of the product.
- D4** COTS materials; By acceptance of this order, the supplier certifies that only the part number ordered will be supplied and will not be substituted for another item deemed by the supplier to be a fit, form and function equivalent. The supplier shall request approval of the change to CWDS in writing and formal acceptance in writing received prior to delivery of the product.

Clause E – Workmanship

- E2** Workmanship shall be in accordance with latest revision of IPC-A- 610 and cables WHMA IPC 620 class 3 or as specified on the applicable Drawing, PO or contract. This clause shall apply to OEM suppliers where Distributors must be able to acquire the OEM certs or packing lists upon request that attest to this workmanship clause.
- E3** Workmanship and Process Control shall be in accordance with the latest revision of IPC/JEDEC J - STD – 001 at the time of the Purchase order. This clause shall apply to OEM suppliers where Distributors must be able to acquire the OEM certs or packing lists upon request that attest to this workmanship clause.

E5 Control of Contamination & Foreign Object Damage (FOD)

To preclude introduction of foreign objects into any deliverable item, the Supplier shall maintain a documented FOD prevention program appropriate to the commodity provided to CWDS. This program shall be compliant to AS9146 Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space and Defense Organizations during design, manufacture, assembly and shipment of an item as well as use NAS 412 as a guide.

Supplier shall flow the requirement of this clause as applicable to their sub-tier and / or supplier.

- E6** Solder ability shall comply with IPC/JEDEC J-STD-002 or the latest revision to ensure component leads and terminations meets those requirements. Suppliers shall employ storage conditions and procedures ensuring no adverse effect on the ability to solder components to an interconnecting substrate. Upon request distributors are required to provide certifications from the OEM.

Clause F – Calibration

- F1** The Supplier Calibration system shall comply and be IAW with the latest Revision of ISO 10012-1, MIL-STD-45662 or ANSI Z540-1 or ANSI/ISO/IEC 17025. Calibration shall be traceable to National or International Standards.

Clause G - Material Handling/Packaging/ Counterfeit Avoidance

- G1** All material shall be protected against corrosion, contamination, deterioration, or other spoilage during transit. All material shall be packed with suitable protection so as to prevent damage through handling in transit, during storage, and prior to use. Packaging will be in accordance with "best commercial practice" unless otherwise stated.
- G2** The supplier shall have a MIL-STD-1686 or ANSI/ESD S20.20 compliant Electro-Static Discharge control program in effect to protect electronic devices and assemblies during manufacture, test, inspection, packaging, transportation, shipping, rework,

repair, and failure analysis. This program is subject to approval by CWDS.

Components ordered by this purchase order/contract require electrostatic protection and must be properly packaged and identified. The packaging must conform to requirement specified for electrostatic sensitive protection with clear markings illustrating electrostatic sensitive equipment.

- G4** The lowest order of packaging shall be marked with the manufacturing lot (or batch #) and the date of manufacture (date code). It is preferred that different lot codes or date codes are not intermixed within the lowest level of packaging.

(Exemption to requirement is acceptable for connectors)

The supplier shall not supply electrical, electronic, or electromechanical (EEE) parts having lot date codes older than 5 years.

- G5** The supplier shall operate and maintain a Moisture Management Control Program for handling, packing and shipping of non-hermetic SMD packages. The program shall meet the requirements of standard IPC/JEDEC J-STD-033, the latest revision in effect.

G6 COUNTERFEIT PARTS PREVENTION

The Supplier shall not provide electronic components, or assemblies containing electronic components, procured from Independent Distributors without completion of CWD prescribed counterfeit risk mitigation testing and approval from the buyer prior to the use of all products from independent distributors.

The Supplier shall maintain a Counterfeit Part risk mitigation process internally, and with its suppliers, using SAE AS5553 and/or AS6174 as a guide. Supplier shall provide evidence of their risk mitigation process upon request.

The Supplier shall provide unique traceability identifiers (i.e. Date Code / Lot Code, Serial numbers) for all items delivered to CWDS which contain an item procured from sources other than Original Equipment Manufacturer or Original Component Manufacturer or their Authorized Distributors.

The seller shall ensure all authenticity testing is performed by an AS6081/AS9120 certified supplier as approved on **CWDS Approved Vendor Listing** using the test methods depicted in CWDS document **830585** latest revision available from CWDS portal.

<http://www.curtisswrightds.com/company/customer-supplier-information/>

(a) Definitions for purposes of this PO/Contract:

(i) "Counterfeit Parts" shall mean a part, component, module, or assembly whose origin, material, source of manufacture, performance, or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer, and (C) previously used parts pulled or reclaimed and provided as "new".

(ii) As used herein, "authentic" shall mean (A) genuine; (B) from the legitimate source claimed or implied by the marking and design of the product offered; and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

(iii) "Independent Distributor" shall mean a person, business, or firm that is neither authorized nor franchised by an Original Component Manufacturer ("OCM") to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as unfranchised distributors, unauthorized distributors, and/or brokers.

(b) SELLER represents and warrants that only new and authentic materials are used in products required to be delivered to CWDS 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 CWDS. 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 CWDS, at CWDS's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. In addition, SELLER must produce, upon request from CWDS, proof that they are authorized distributors for

material being purchased at the time of shipment. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by CWDS Procurement Representative. 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. CWDS's 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.

(c) SELLER shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and CWDS 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 CWDS's inspection upon CWDS's request.

(d) 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 CWDS 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 CWDS upon CWDS's request.

(e) SELLER agrees to disclose their source of supply to CWDS in the event that the material in question is deemed suspected to be counterfeit.

Independent Distributors only:

Unless defined in a document with a higher order of precedence than this CWDS

Verification of Authenticity Testing Requirements shall
apply here as defined in
830585

CWDS supplier Portal <http://www.curtisswrightds.com/company/customer-supplier-information/>

(e) SELLER shall flow above listed requirements to its subcontractors and suppliers at any tier for the performance of this PO/Contract.

Clause H – Miscellaneous

Customer Furnished Material / Equipment/Assistance

- H1** The supplier is required to maintain a system for positive identification, segregation, and control of Customer Furnished Material. This system shall provide for the notification of CWDS of any deficiency or failure noted upon receipt.
- H2** In the event that the requirements are not completely clear, or where special assistance is needed, CWDS will provide qualified personnel for consultation. Requests for this assistance shall be made via CWDS purchasing department.
- H3** Franchised (OEM authorized) distribution or direct OEM supply only unless otherwise authorized by the customer. ****Pre-approval is required for use of non-traceable components. Customer subscribes to Franchise Only Service. Substitutions including Supplies from independent distribution require customer approval. ****

Seller represents and warrants that only new and authentic materials are used in products required to be delivered to CWDS and that the work delivered contains no Counterfeit parts. No other material, part or component other than new and authentic part shall be used unless approved in advance in writing by CWDS. 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

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authorized distribution chain. Seller must make available to CWDS, at CWDS request, OEM/OCM documentation that authenticates traceability of the components to the applicable OEM/OCM.