



Purchase Order Quality Clause QC41 Rev AN March 2024

Commodity
OEM Software

Clause A - Quality System Requirements

These clauses are applicable to all products supplied to Dy4 (dba Curtiss-Wright Defense Solutions) and Pacific Star Communications (dba Parvus).

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".

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 Right of Access

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 Nonconformance Product Notice

Any nonconformance discovered by the Supplier, on products/services in their control, shall be documented by the organizations' approved method of nonconformance reporting (8D is a preferred method). 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.

CWDS reserves the right to refuse delivery and/or return any defective parts to the supplier.

B18 Business Continuity Planning

CWDS strongly encourages the Seller to develop and maintain a Business Continuity Disaster Recovery (BC/DR) plan. A typical BC/DR plan considers risk analysis, stakeholder expectations covering critical business operations, systems and processes for customer deliveries, and could include provisions for (a) a risk assessment and business impact analysis, (b) a prevention/mitigation plan, and (c) a resumption of services plan, including a recovery/restoration plan. Seller is requested to notify the CWDS Buyer if a risk has occurred or seems likely to materialize that could impact Seller's delivery or performance and provide recovery plans as applicable.

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.

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 ten years.

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

- a) The Purchase Order number
- b) Manufacturer's 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 this requirement is acceptable for connectors**).

The supplier shall not supply electrical, electronic, or electromechanical (EEE) parts having lot date codes older than 5 years without specific CWDS 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 supplier's authorized representative and must accompany the shipment. Electronic approval is acceptable.

Clause D - Change Control Requirements

D1 The suppliers 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.

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/ISO/IEC 17025. Calibration shall be traceable to National or International Standards.

Calibration records should contain condition at receipt, method of calibration, target measurement, measurement result, condition after adjustment (if applicable), and the calibration measurement uncertainty.

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 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.

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 (ie. 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/>



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

G8 Export Control

Supplier agrees to ship all exported products with accurate and full values on all pro forma invoices and shipping/customs documentation that corresponds to that which is indicated on the Purchase Order. Undervalued invoices will not be accepted.

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.