



PPI/Time Zero Inc. dba Virtex

# **Standard Quality Requirements for External Providers -SQRS-**

**AS9100 and ISO 9001**

Revision: September 2023

**Approved By**  
Executive Vice President, Supply Chain

PPI Time Zero Inc., DBA VIRTEX  
Hereby Referred to as “The Company”  
Applicable to NJ Location

**For questions concerning Standard Quality Requirements for External Providers (SQRS), please contact your buyer listed on the purchase order.**

Q-CLAUSE REVISION RECORD

Date	Revision Description
06/13/2022	<ul style="list-style-type: none"><li>• Q-31: Revised Clause</li><li>• Updated Front Page</li></ul>
09/01/2023	<ul style="list-style-type: none"><li>• Removed VA from front page</li></ul>

## 1. INTRODUCTION

The company recognizes the very important role our External Providers have in the value we offer our customers. As an extension of our own operations, we rely on our External Providers to provide material, products, and services which meet all of the requirements of the company's contracts, applicable specifications, and the quality management requirements outlined herein.

## 2. SCOPE

This document establishes requirements for external provider's quality management system.

These requirements are in addition to those set forth in specific purchase orders or any other contractual documents. Excluded are external providers of stationary and janitorial external providers.

## 3. SQRS CONTENTS

<b>1.0</b>	<b>INTRODUCTION</b>
<b>2.0</b>	<b>SCOPE</b>
<b>3.0</b>	<b>CONTENTS</b>
<b>4.0</b>	<b>QUALITY MANAGEMENT SYSTEM REQUIREMENTS</b>
<b>5.0</b>	<b>DISTRIBUTORS AND BUILD TO PRINT</b>
<b>6.0</b>	<b>QUALITY AUDITS</b>
<b>7.0</b>	<b>RIGHT OF ACCESS</b>
<b>8.0</b>	<b>FLOWDOWN</b>
<b>9.0</b>	<b>EXTERNAL PROVIDER RESPONSIBILITY – PRODUCT/PROCESS CHANGE</b>
<b>10.0</b>	<b>DOCUMENTATION</b>
<b>11.0</b>	<b>RECORDS</b>
<b>12.0</b>	<b>TRACEABILITY</b>
<b>13.0</b>	<b>CORRECTIVE ACTIONS</b>
<b>14.0</b>	<b>MEASURING AND TEST EQUIPMENT</b>
<b>15.0</b>	<b>COMPANY SUPPLIED MATERIAL</b>
<b>16.0</b>	<b>RECEIVING INSPECTION</b>
<b>17.0</b>	<b>NON-CONFORMING MATERIAL</b>
<b>18.0</b>	<b>CERTIFICATE OF CONFORMANCE</b>
<b>19.0</b>	<b>CHEMICAL AND/OR PHYSICAL TEST REPORTS</b>
<b>20.0</b>	<b>PROCESS CERTIFICATION REQUIREMENTS</b>
<b>21.0</b>	<b>DOMESTIC MATERIALS</b>
<b>22.0</b>	<b>AGE SENSITIVE MATERIALS</b>
<b>23.0</b>	<b>PACKAGING</b>
<b>24.0</b>	<b>ELECTROSTATIC DISCHARGE PROTECTION</b>
<b>25.0</b>	<b>SHIPPING DOCUMENTS</b>
<b>26.0</b>	<b>REQUIREMENTS FOR MATERIAL THAT IS TO BE IMPORTED</b>
<b>27.0</b>	<b>CONFIDENTIALITY ISSUES</b>
<b>28.0</b>	<b>ON SITE CONTRACTORS</b>
<b>29.0</b>	<b>ELECTRONIC ASSEMBLIES &amp; SOLDERING REQUIREMENTS</b>
<b>30.0</b>	<b>FIRST ARTICLES REQUIREMENTS</b>
<b>31.0</b>	<b>SOURCE SURVEILLANCE</b>
<b>32.0</b>	<b>FOREIGN OBJECT PREVENTION, DETECTION AND REMOVAL</b>
<b>33.0</b>	<b>COUNTERFEIT PARTS AND SUSPECT PARTS</b>

<b>34.0</b>	<b>RESTRICTIONS OF HAZARDOUS SUBSTANCES &amp; CONFLICT MATERIALS</b>
<b>35.0</b>	<b>SPECIAL PROCESS CONTROL</b>
<b>36.0</b>	<b>CHEMICALS, GLUES AND COATING</b>
<b>37.0</b>	<b>PURCHASED PARTS</b>
<b>38.0</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY</b>
<b>39.0</b>	<b>ETHICAL BEHAVIOUR AND CODE OF CONDUCT</b>
<b>40.0</b>	<b>AWARENESS</b>
<b>41.0</b>	<b>PURCHASE ORDERS - TERMS AND CONDITIONS</b>
<b>42.0</b>	<b>SUPPLEMENTAL GOVERNMENT REQUIREMENTS</b>

#### **4. QUALITY MANAGEMENT SYSTEM REQUIREMENTS**

The external provider shall follow the Standard Quality Systems Requirements for External Providers –SQRS- during the fabrication of all parts, sub-assemblies, assemblies, and tooling involved in the manufacturing, distribution, and shipping of the company’s products or when performing and providing a service for the company. The external provider must retain on file evidence of conformance. By shipping the product to the company, external providers confirm that the product meets or exceeds all applicable engineering and/or purchase agreements, purchase orders, functional test requirements, and/or external provider design control documents. The external provider is also responsible for ensuring sub-tier external providers-produced parts, components, or services conform to the company’s approved design data.

Accredited certification to a recognized National/International Standards such as ISO 9001, AS9100, ISO 13485 or NADCAP standards is preferred for all external providers. However, as a minimum external provider must meet the company’s requirements to the extent further imposed by the provision of applicable drawing, specifications and Purchase Orders. Any certification submitted for consideration shall be accredited by a recognized Accreditation Body (i.e. ANAB, UKAS, PRI (NADCAP), etc.)

#### **5. DISTRIBUTORS AND BUILD TO PRINT**

Distributors are external provider that delivers franchised material per customer Bill of Material –BOM-.

Build to print are external providers that produces a product from a specific customer drawing.

Distributors and built to print external providers are responsible for compliance with all procurement action requirements. The applicable requirements of all quality clauses and technical requirements listed on the procurements action will apply to both the distributor/build to print and the manufacture of the product.

NOTE: Distributors/build to print, if a manufacture’s Certificate of Conformance is not provided with each shipment of product, the company has the right to request at that time of, or after receipt of product, a manufacturer’s Certificate of Conformance to ensure that the product provided is a specified in the company’s procurement document.

#### **6. QUALITY AUDITS**

The external provider’s quality system may be subject to initial and / or periodic audits, at a frequency determined by the company or its customers, to determine compliance to these or any other contractually imposed requirement.

#### **7. RIGHT OF ACCESS**

The company, its customer and applicable regulatory agencies shall be granted access to the facilities involved in a specific Purchase Order (including External provider facilities and sub-tier external provider facilities as appropriate) and all applicable records pertaining to that order.

#### **8. FLOWDOWN**

The external provider shall flow down all applicable quality requirements to any subcontractors used in the performance of any contract received from the company. This includes key characteristic(s) where required.

## **9. EXTERNAL PROVIDER RESPONSIBILITY – PRODUCT/PROCESS CHANGES**

The external provider shall maintain a system for the control of quality that complies with the standards as listed above. This system shall be subject to the company's approval and shall include, but not be limited to, the following:

- The Quality Manager and/or the Purchasing Director at the company shall be notified, in writing, when any changes are made to the quality system that may affect product conformance. Notification shall be sent when changes in product and/or process definition will affect product conformance or its intended use.
- The quality system shall assure that all services and product offered for acceptance has been subject to all examinations and tests required to prove conformance to contract or purchase order requirements.
- The external provider shall notify the company of organizational changes affecting quality management, supply chain management, or ownership within 15 business days of the change. A change in location or certification status, as well as significant organizational changes, may constitute an on-site visit.

## **10. DOCUMENTATION**

External provider is responsible to obtain all referenced documents. Documents not provided with the purchase order are available upon request of the company's Quality Department. Unless otherwise specified on the Purchase Order, external provider is to use the latest revision of the specification called out.

## **11. RECORDS**

Records of manufacturing planning, certifications and test reports required to assure product conformity to contractual and technical requirements of the purchase order shall be retained for a minimum of three (3) years unless stated otherwise on the purchase order. Unless otherwise specified on the purchase order, the external provider's quality system shall provide for procedures which will assure that the latest applicable drawing, specifications and instructions required by contractor or purchase order, as well as authorized changes, are use for fabrication, inspection and testing. Copies of drawing, specifications and / or procedures supplied by the company shall not be reproduced except for internal use. Such proprietary items shall be controlled to preclude their use for other than contract work with the company.

Record retention period for medical products will not be less than the retention period specified by relevant regulatory agency and/or by the customer requirements.

Records shall be indelible and secured against damage or deterioration. Records shall be made available to the company for review upon request.

## **12. TRACEABILITY**

The external provider shall maintain internal traceability to the original manufacturers, and shall be able to provide such traceability within a reasonable time frame if requested.

## **13. CORRECTIVE ACTIONS**

Corrective Action Request -CAR- shall be answered and returned by the due date given on the CAR. The external provider is responsible for determining and implementing corrective action and for performing follow-up actions to verify the effectiveness of corrective actions.

## **14. MEASURING AND TEST EQUIPMENT**

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The external provider shall maintain sufficient gauges and other measuring and test devices that are accurate enough to assure product conformance. The devices shall be calibrated at established intervals against certified standards, which have known valid relationships to national standards. Calibration of inspection and test equipment shall be in accordance with ANSI (NCSL) Z540-1, MIL-STD-45662, or other ISO/industry recognized calibration system standards.

## **15. COMPANY SUPPLIED MATERIAL**

When The Company furnishes material, the external provider's procedures shall include, as a minimum,

- Examination upon receipt to detect damage in transit,
- Periodic inspection and precautions to assure adequate conditions and to guard against damage from handling and deterioration during storage,
- Functional testing, either prior to or after processing, or both, as required by contract or specifications to determine satisfactory operation.
- Identification and protection from improper use or disposition.
- Verification of quality.
- Notification/Reporting of any discrepancies/concerns to the company's quality department.

## **16. RECEIVING INSPECTION**

Unless otherwise stated with the purchase order, purchased material, product and processes will be subject to inspection at the company, as necessary to assure conformance to contract or purchase order requirements. Initial acceptance of the order at the company does not relieve the external provider for any responsibility to produce acceptable product for which they are contracted.

For mechanical components, the company will require first article inspection reports from the external provider. The company will perform on-site certification for certain mechanical component manufactures. Inventory transferred to the company by the company's end customer will also be considered "certified" unless otherwise stated by the company's customer. Once certified, this certification will allow the external provider to ship dock to stock. The company will determine and perform critical dimension review for ongoing compliance.

## **17. NON-CONFORMING MATERIAL**

The external provider shall establish and maintain an effective and positive system for controlling non-conforming material, product and processes, including procedures for the identifications, segregation, presentation and disposition of reworked product. All non-conforming products shall be positively identified to prevent use, shipment and intermingling with conforming product. Nonconforming product shall not be submitted without prior notification and authorization / approval from the company. External provider shall notify the company in writing of any delivered non-conforming material within 24 hours of discovery. This notification shall include PO Number, Part number, Serial Number or date code (if applicable), quantity delivered and date of delivery.

## **18. CERTIFICATE OF CONFORMANCE**

Each shipment of material, product and / or processed parts shall be accompanied by a legible and reproducible copy of a Certificate of Conformance with the signature of an authorized company representative stating that the material, process or product being shipped meets the requirements of applicable drawings or specifications cited in the purchase order. The certificate must list each special process that appears on the drawing such as: non-destructive examination, and plating or coating, etc. Perishable products controlled by batch number or cure date and products controlled by heat number will have applicable controlling number on the individual certificate. The external provider shall include the date of manufacturer, the company's purchase order number and the company's part numbers (as it appears on the PO) on the C of C with a statement of conformity of the product shipped. Blanket statements of conformance are unacceptable, as are statements of belief rather than fact. Evidence / records substantiating the C of C must be on file and available upon request in accordance with Records Clause of this document.

## **19. CHEMICAL AND/OR PHYSICAL TEST REPORTS**

When required, legible and reproducible copies of all chemicals and / or physical test reports, identifiable with the furnished materials, must accompany each shipment. These reports must contain the signature and title of the authorized representative of the agency performing the test. The reports shall be identified with the specifications number, revision and lot identification (heat, run, batch, and / or cure lot numbers as applicable to the product). Chemical and Physical test reports shall include the actual numerical values for each property testing in accordance with the applicable specifications. When more than one specimen is required, a test result of each is required on the report.

## **20. PROCESS CERTIFICATION REQUIREMENTS**

A legible and reproducible copy of special process certification (i.e. testing, assembly, nondestructive testing, plating, etc.) shall accompany each shipment of material or parts for which such processing has been accomplished. Special processes shall be performed by customer (process specification owner) approved sources. Certifications are to include all specifications listed in the order of sequence and date performed.

## **21. DOMESTIC MATERIALS**

Specialty metals, such as Titanium and Stainless Steel, must be of a domestic origin as defined by DFARS Clause 252.225-7014, Preference for Domestic Specialty Metals.

## **22. AGE SENSITIVE MATERIALS**

The external provider shall identify all materials that are age controlled of life limited with the date of manufacture and the date at which the useful life is expended (shelf life or cycle life). A signed statement regarding the commodity on company letterhead stating the shelf-life conditions of the particular product is acceptable. When environment is a factor in determining useful life, the identification shall include the storage conditions required to achieve the stated life. Unless otherwise stated in the body of the purchase order, product supplied to the company shall have a minimum of 80% of its life expectancy remaining at time of delivery.

## **23. PACKAGING**

Unless otherwise specified by the purchase order, the external provider is responsible for assuring that all items are delivered without damage or deterioration. Electrostatic sensitive product shall be pack in an ESD protective packaging. Packaging and verification of the packaging will cover the prevention, detection and removal of foreign objects. Unit and intermediate packaging shall be employed as necessary to prevent damage or deterioration. The external provider shall mark the product and packaging so that it clearly can be identified. The external provider shall comply with any special packaging & labelling requirements requested.

## **24. ELECTROSTATIC DISCHARGE PROTECTION**

Static sensitive devices classified by the drawing or by the nature of the product must be properly handled, packaged and labeled as per MIL-STD-1686, ANSI/ESD S20.20, J-STD-001 & IPC-A-610.

## **25. SHIPPING DOCUMENTS**

Every shipment shall be accompanied with a detailed Certificate of Conformance and packing slip listing purchase order number, the company's part number, quantity, and description written as shown on the purchase order. Failure to provide this information will be just cause for withholding payment without loss of discount privileges until such documents are made available.

## **26. SHIPPING, PACKAGING & LABELING REQUIREMENTS FOR MATERIAL THAT IS TO BE IMPORTED INTO THE UNITED STATES OF AMERICA**

External provider shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protections Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. External provider, upon request shall provide evidence of compliance with the C-TPAT initiative.

## **27. CONFIDENTIALITY ISSUES**

All documents provided for the purpose of submitting a quotation of fulfilling purchase order requirements, are Customer property and should be considered of a strictly confidential nature. These documents must be returned to the company upon request.

## **28. ON SITE CONTRACTORS – pre- requisite**

The following are pre-requisite to allowing any contractor on the company's property to perform any work including, without limitation, cafeteria, calibration service, routine or special maintenance, building modifications, alterations or additions.

- **Calibration Services** – Contractors performing calibration services for the company shall use equipment which has been calibrated and maintained using standards which are traceable to the National Institute of Standards and Technology (NIST), in accordance with the latest revisions of ANSI/NCIS, Z540-1, Calibration System Requirements.

## **29. ELECTRONIC ASSEMBLIES & SOLDERING REQUIREMENTS**

- All electronic, harness assembly and soldering shall conform to the criteria established in IPC-A-610, J-STD-001 and IPC-A-620, current revision unless otherwise stated on the purchase order.
- Technicians performing work on and inspectors engaged in final acceptance of electrical/electronic product purchased by the company shall be Certified Application Specialist per IPC-A-610, IPC-A-620 or J-STD-001, current revisions.
- All electronic, harness assembly and soldering shall conform to the criteria established in the process standard(s)/specification(s) stated on the company's purchase order.

## **30. FIRST ARTICLES REQUIREMENTS**

Compliance to requirements shall be verified by performance of a first article inspection. First article inspection reports shall include the S/N when applicable, all drawing dimensions, general notes, and tolerances range along with the actual measurements results, and where physical testing is required, the results of the tests. First Article parts shall be identified as "First Article" by tagging, separately packing them or other suitable means. If required by contractor or purchase order, the first article shall be in accordance with AS9102 latest revision.

## **31. SOURCE SURVEILLANCE**

When this External provider Quality Requirement is imposed, the company's quality representative (Virtex/PPI) and when required the applicable regulatory authority shall perform acceptance Inspection of product at the external provider's facility. This may include surveillance of the product production and packaging using the external provider's procedures at the providers facility. The external provider shall supply data and perform tests / inspections as required by applicable drawing and/or specifications. Virtex/PPI will notify the external provider requesting source surveillance at a minimum of 48 hours in advance of desired inspection date.

## **32. FOREIGN OBJECT PREVENTION, DETECTION AND REMOVAL**

The external provider shall maintain a FOD (Foreign Object Damage / Debris) control programs assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in delivered items. Maintenance of the work area and control of tools, parts, and material shall preclude the risk of FOD incidents. The external provider shall document and investigate all FOD incidents assuring elimination of the root cause. The company shall have the right to perform inspection and / or audits as a method of verification that the external provider's FOD control program is functional, documented, and effective. The external provider shall identify a FOD control person responsible for implementing FOD prevention awareness and training. Prior to closing inaccessible or obscured areas or compartments during assembly the external provider shall inspect for foreign objects/materials.



Tooling, jigs, fixture, test equipment, and handling devices shall be maintained in a state of cleanliness and repair to prevent FOD. External provider shall provide a statement of certification that deliverable products are free of any foreign materials that could cause damage to the product or to the components/systems of which the product is a part or to which the product is attached.

### **33. COUNTERFEIT PARTS AND SUSPECT PARTS**

The external provider shall not use or supply counterfeit/suspect parts identified as a copy or substitute part whose material, performance, or characteristics are knowingly misrepresented.

The external provider shall certify that only new and authentic materials are used in products or goods delivered to the company and that the products/goods delivered contain no Counterfeit Parts. The external provider shall only purchase authentic parts/components directly from the OEMs/OCMs or through the OEM's/OCM's authorized or franchised chain. The external provider shall not purchase parts/components from Independent Distributors unless it has prior written approval by the company.

### **34. RESTRICTIONS OF HAZARDOUS SUBSTANCES & CONFLICT MATERIAL**

- a. The external provider shall comply with RoHS requirements limiting the content of hazardous substances (lead, mercury, cadmium, hexavalent chromium, halide-containing flame-retardants and phthalates (DEHP, BBP, DBP & DIBP).
- b. The external provider shall comply with REACH and SVHC (Substances of Very High Concern) based on the latest candidate list published on the website <https://echa.europa.eu>
- c. The external provider may also be required to provide periodic Conflict Materials Statements.

### **35. SPECIAL PROCESS CONTROL**

Special processes are those yielding products which cannot be evaluated for conformance to requirements through inspection or non-destructive test testing, waste processing, etc. These include, but not limited to, welding, plating, heat treating, anodizing, printed circuit board fabrication (Rigid and / or flexible), solder mask application, via fill application, assembly, electrical test, chemical machining, chemical coating, mechanical machining, etc. The external provider shall, as a minimum demonstrate a degree of control over these processes to provide assurance that the company's purchase order specifications are complied with. External provider is responsible to obtain all referenced documents. Documents not provided with the purchase order are available upon request of the company's Quality Department. As applicable the external provider shall provide adequate training for personnel, certifications where required and destructive testing of samples and detailed procedures. Upon request, copies of special process procedures and certifications shall be supplied. If external provider uses facilities other than his own, that facility is subject to the same conditions stated herein. All certification supplied as objective evidence must indicate the name and location of the facility performing each especial process.

### **ADDITIONAL REQUIREMENTS BY COMMODITY**

(Unless otherwise stated within the P.O)

### **36. CHEMICALS, GLUES AND COATING**

A certificate of compliance (C of C) is required with each shipment. Documentation must include manufactured and expiration dates for each lot shipped. Containers are to be shipped in a single-level bundle and packing to prevent damage in transit.

### **37. PURCHASED PARTS**

Original mill raw material certifications with actual chemical and physical values are required. Test reports for all processes performed are required with the shipment. Approved External Providers, as outline previously, shall be used for all special processes.

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### **38. EQUAL EMPLOYMENT OPPORTUNITY**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and 61-300.10, to the extent applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity or national origin, protected veteran status or disability.

Executive Order 13665 amends 11246 prohibiting federal contractors and subcontractors from discharging, or otherwise discriminating against their employees or job applicants for discussing, disclosing, or inquiring about compensation.

### **39. ETHICAL BEHAVIOUR AND CODE OF CONDUCT**

The company fully supports the vision and goals of the Electronic Industry Citizenship Coalition (EICC). We endorse the EICC Code of Conduct, and require External Providers to support and endorse EICC standards as part of their Corporate External Providers Code of Conduct.

### **40. AWARENESS**

The external provider's employees are to be made aware of their contributions to product conformity and product safety.

### **41. PURCHASE ORDER - TERMS & CONDITIONS**

Purchase Order is given upon the following express terms and conditions and those stated on the face hereof:

**a) ACCEPTANCE.** Purchase order is conditioned upon acceptance hereof by Seller by execution and delivery to Purchaser of the acknowledgment copy provided herewith ten days of the date hereof.

**b) PRICES AND DISCOUNT.** The materials, Articles, Services and supplies specified in purchase order and herein referred to as "material," must not be billed at a higher price than last quoted. Discount Period shall be computed from date of receipt by Purchaser of acceptable original or corrected invoice or material whichever is later. All shipments are to be F.O.B. Purchaser's plant facility division, unless otherwise specified.

**c) TAXES.** Federal, State or local taxes, if any upon the material or the production, manufacture, sale or transportation, thereof are included in the price stated herein, but shall be separately stated in Seller invoices.

**d) PACKING CHARGES.** No charges will be by Purchaser for boxing, packaging, or drayage unless otherwise provided in this purchase order.

**e) REPRESENTATION AND WARRANTIES.** Seller represents and warrants that the material, when furnished will be wholly owned by Seller, free of any liens encumbrances, will conform to specification, drawings or samples, furnished or adopted by Purchaser, or other descriptions embodied in purchase order, will be of the highest quality of material and workmanship (unless otherwise specifically provided), will be free from defects and if seller is advised of the intended use, will be fit, sufficient, and suitable for the purpose intended.

**f) CHANGES ON SPECIFICATIONS.** Seller agrees to accept any changes in the specifications, drawing, samples or design ordered by Purchaser. If such changes cause an increase or decrease in the amount due under order or in the time required for its performance, Seller agrees to notify the Purchaser thereof within thirty (30) days from the date the change is ordered, and equitable adjustment shall be made and order modified in writing accordingly.

**g) DELIVERY, ETC.** Time is of the essence of purchase order without limiting any other remedies available to it Purchaser reserves the right to terminate or cancel the order or any part hereof (a) if delivery of the material is not made in the time specified or within a reasonable time in no time is specified or quantity of quality if the material is not as specified herein, (b) if the seller becomes insolvent, as defined by the U.S. Bankruptcy Act, or makes an assignment for the benefit of creditors, or 9c) if the seller breaches any of the terms hereof or any of its representatives or warranties here under.

All invoices, shipping memoranda, express receipts, bills of lading, etc. must bear our order number. Separate invoices must be rendered for partial or complete shipments of each order. All invoices must be submitted in duplicate.

**h) INSPECTION.** All material shall be subject to inspection and test by the Purchaser or its representatives at all times and places, both during manufacture and at destination and shall be subject to final inspection and approval at Purchasers plant. Seller agrees to allow free access to its plant and operation if requested for the purpose of such inspection. The right is reserved to reject any material which does not comply in full with the requirement of the specifications and/or drawings accompanying this order or appearing hereon. Reject material may be returned to Seller at Sellers expense for replacement or credit in Purchaser's discretion.

**i) CONFIDENTIAL.** Seller shall not in any manner advertise or publish the fact that Seller has furnished or has contacted to furnish the material to Purchaser. The seller shall not disclose any of the details connected with this order to any third party except as may be necessary for the proper execution of the order and in compliance with section j hereof.

**j) COMPLIANCE WITH GOVERNMENT LAWS AND REGULATIONS.** Seller represents and warrants that it will comply with all applicable Federal, State, and local laws, rules, and regulations, now or hereafter enacted, in the manufacture, sale, pricing and shipment of the material, and, if the "end use" of the material is noted on the face hereof to be for Governmental purpose, that it will comply with, and this purchase order is subject to, the provisions; of the Government's prime contract in connection with which the material to be furnished and Purchaser's secrecy agreement (if any). Including to the extent applicable, but not limited to, those provisions relating to inspection; progress reports; maintenance of records; termination at the option of the Government; non-discrimination; use of convict labor, employment of aliens; non-access by aliens to plans, specifications, and work and nonparticipation by aliens in contract trials; nondisclosure of information; reports of espionage, sabotage, or subversive activities; military security requirements; non rebate of wages; Walsh-Healy Act; Eight Hour Acts; Fair Labor Standards Act of 1938; Section 303 of the Act of September 9, 1940 (Public Act No. 781, 76<sup>th</sup> Congress); Buy American Act; Vinson-Trammel Act and Renegotiation Acts of 1948 and 1951 and any amendments or supplements thereto. If required by any such Federal, State or local laws, rule or regulation or if requested by the Purchaser, Seller shall insert or cause to be inserted the provisions of this Section j in all contracts or purchase orders to make or furnish any article or to perform all or any part of the work required for the

performance of this order.

**k) MAXIMUM PRICE REGULATIONS.** Seller represents and warrants that the prices specified in purchase order is not in excess of applicable maximum prices, if any and if hereafter it is found that such maximum prices have been exceeded, Seller agrees to reduce its prices retroactively and to refund the excess payments made.

**l) TOOLS.** Unless otherwise agreed, special designs, dies, jigs tools patterns, and any other equipment if furnished by Purchaser shall remain and is paid for by the Purchaser hereunder shall on payment become, its property, and while in the possession of Seller shall be maintained in working condition and insured by Seller for the benefit of the Purchaser and shall be delivered to the Purchaser upon demand.

**m) PATENT PROTECTION.** Seller agrees to hold harmless Purchaser, its successors, assigns and customers, from all liability, Damages, and lawsuits for actual or alleged infringement of any letters patent, based upon the sale or use of the material.

**n) NONDISCRIMINATION.** The provisions of paragraph 1-7 of Executive Order 11246 as amended, Section 503 of the Vocational Rehabilitation Act of 1973, and Section 20122 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Equal Employment Opportunity”, relating to nondiscrimination in the performance of U.S. government contracts apply to this purchase order.

**o) NON ASSIGNMENT.** Seller shall not subcontract or assign purchase order or any interest therein without the prior written consent of the Purchaser.

**p) CHEMICAL SUBSTANCES.** Seller warrants that each and every chemical substance delivered under purchase order is not on the list of chemical substances published pursuant to Section 8 of the Toxic Substances Control Act. (Public Law 94-469)

**q) NEW JERSEY & VIRGINIA SALES/USA TAX.**

The Status of the material purchased on this order under the New Jersey or Virginia Sales and Use Tax is as indicated by the tax code on front of this purchase order. The Tax Code Letters are as Follows:

- (A) TAXABLE – List separately the applicable New Jersey or Virginia Sales/Use Tax and show your New Jersey or Virginia Number on all Invoices (See Section C Above)
- (B) NON - TAXABLE – Resale
- (C) NON TAXABLE – Manufacturing, Processing, Refining and Utility Exemption.
- (D) NOT – TAXABLE – Other

Invoices improperly prepared will be returned for correction. Our State of New Jersey Certificate of Authority No. is 223-663-133/000. Our State of Virginia Certificate of Authority No. is 10-222050940F-001.

**42. SUPPLEMENTAL GOVERNMENT REQUIREMENTS**

**FAR AND FAR SUPPLEMENT CLAUSES:** The following clauses, and those clauses that are required by law or regulation to be flowed down to subcontractors that are in effect on the date of any orders issued pursuant to the

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Agreement, are hereby incorporated by reference, to the extent they apply to Purchaser's Prime Contract, or with a higher tier U.S. Government contractor. Where applicable, the terms "Government", "Contracting Officer", and similar terms shall mean Purchaser, and the term "Contractor" and similar terms shall mean Seller. The full text of a clause may be accessed electronically at URL: <http://farsite.hill.af.mil/vffar1.htm>.

## FAR Clauses

52.202-1 DEFINITIONS  
52.203-3 GRATUITIES  
52.203-5 COVENANT AGAINST CONTINGENT FEES  
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  
52.203-7 ANTI-KICKBACK PROCEDURES (Applies when the Agreement exceeds the Simplified Acquisition Threshold ("SAT"); Note: Paragraph (c)(1) is excluded)  
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY  
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS  
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (Applies when the Agreement exceeds (\$5,000,000 and the period of performance exceeds 120 days)  
52.203-142 DISPLAY OF HOTLINE POSTER(S) (Applies when the Agreement exceeds \$5,000,000)  
52.204-2 SECURITY REQUIREMENTS  
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER  
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL  
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Note: Seller agrees to timely information requested by Purchaser pursuant to this clause, and acknowledges that such information will be made publicly available)  
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT  
52.211-5 MATERIAL REQUIREMENTS  
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS  
52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (only paragraph (I) applies)  
52.215-2 AUDIT AND RECORDS—NEGOTIATION  
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA  
52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS  
52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA  
52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS  
52.215-14 INTEGRITY OF UNIT PRICES  
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS  
52-215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS  
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES  
52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA  
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS  
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT  
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES  
52.219-8 1&2 UTILIZATION OF SMALL BUSINESS CONCERNS (Applies when the Agreement exceeds the SAT and could lead to subcontracting opportunities)  
52.219-9 SMALL BUSINESS CONTRACTING PLAN  
52.222-3 CONVICT LABOR  
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION  
52.222-17 1 NONDISPLACEMENT OF QUALIFIED WORKERS (Applies when the Agreement exceeds the SAT and is (1) a service contract, as defined in 22.001, (2) that succeeds a contract for performance of the same or similar work at the same location, and (3) is not exempted by 22.1203-2 or waived in accordance with 22.1203-3)  
52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES  
52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT  
52.222-21 PROHIBITION OF SEGREGATED FACILITIES  
52.222-26 1&2 EQUAL OPPORTUNITY  
52.222-35 1&2 EQUAL OPPORTUNITY FOR VETERANS  
52.222-36 1&2 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  
52.222-37 EMPLOYMENT REPORTS ON VETERANS

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52.222-38 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS  
52.222-40 1&2 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT  
52.222-41 1 SERVICE CONTRACT ACT OF 1965 (For each Agreement subject to the SCA, Purchaser shall include a remark signifying SCA applicability. Seller shall submit any required wage classifications to the Purchaser for submission to the Contracting Officer and shall not commence performance until receipt of the final wage determination from Purchaser)  
52.222-50 1 COMBATTING TRAFFICKING IN PERSONS  
52.222-54 1&2 EMPLOYMENT ELIGIBILITY VERIFICATION  
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA  
52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS  
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING  
52.225-1 BUY-AMERICAN ACT-SUPPLIES  
52.225-2 BUY AMERICAN ACT CERTIFICATE  
52.225-5 TRADE AGREEMENTS  
52.225-8 DUTY-FREE ENTRY (Applies when Goods will be imported into the Customs Territory of the United States)  
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  
52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES  
52.227-1 AUTHORIZATION AND CONSENT  
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT  
52.227-9 REFUND OF ROYALTIES  
52.227-10 FILING OF PATENT APPLICATIONS--CLASSIFIED SUBJECT MATTER  
52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR  
52.227-13 PATENT RIGHTS-OWNERSHIP BY THE GOVERNMENT  
52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)  
52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS  
52.228-5 INSURANCE – WORK ON A GOVERNMENT INSTALLATION  
52.230-2 COST ACCOUNTING STANDARDS (Applies when Agreement is subject to CAS)  
52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (Applies when Agreement is subject to CAS)  
52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS (Applies when Agreement is subject to CAS and Seller is located outside of the U.S.)  
52.230-5 COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTIONS (Applies when Agreement is subject to CAS and Seller is an Educational Institution)  
52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (Applies when Agreement is subject to CAS)  
52.232-16 PROGRESS PAYMENTS  
52.232-32 PERFORMANCE-BASED PAYMENTS  
52.232-40 1 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Applies when the Agreement involves small business concerns and Seller receives accelerated payments from Purchaser)  
52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTIONS ACT TITLE III  
52.242-15 STOP-WORK ORDER  
52.242-17 GOVERNMENT DELAY OF WORK  
52.243-1 CHANGES - FIXED PRICE  
52.243-7 NOTIFICATION OF CHANGES  
52.244-5 COMPETITION IN SUBCONTRACTING  
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS  
52.245-1 GOVERNMENT PROPERTY (Note: All Government Property shall be controlled and accounted for in accordance with Purchaser's Tooling Supplement, Remark E21)  
52.245-9 USE AND CHARGES (Note: Seller shall request authorization to use Government Property in support of efforts under a contract number other than the contract number to which it is assigned, by submitting such request in the form prescribed by Purchaser)  
52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE  
52.247-1 COMMERCIAL BILL OF LADING NOTATIONS  
52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS  
52.247-64 1 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (Applies when Goods are to be shipped by ocean vessel)  
52.248-1 VALUE ENGINEERING  
52.249-2 TERMINATION FOR CONVENIENCE  
52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (Applies when Seller is an educational or other non-profit institution) (Delete paragraph (h), in paragraph (c) change "120 days" to "60 days", and in paragraph (d) change "1 year" to "60 days")  
52.249-8 TERMINATION FOR DEFAULT  
52.249-14 EXCUSABLE DELAYS

## **DFARS Clauses**

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

252.203-7003 1 AGENCY OFFICE OF THE INSPECTOR GENERAL

252.203-7004 2 DISPLAY OF FRAUD HOTLINE POSTERS (Applies when the Agreement exceeds \$5,000,000)

252.204-7000 DISCLOSURE OF INFORMATION

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (Applies when the Agreement involves access to unclassified controlled technical information resident on or transiting through Seller's unclassified information systems)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

252.211-7000 ACQUISITION STREAMLINING

252.211-7003 1 ITEM IDENTIFICATION AND VALUATION

252.215-7000 PRICING ADJUSTMENTS

252.219-7003 2 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS

252.223-7008 1 PROHIBITION OF HEXAVALENT CHROMIUM

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES

252.225-7007 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES

252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS

252.225-7009 1 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (Applies when the Goods contain specialty metals; Note: Use of exceptions not permitted without advance Seller notification and prior Purchaser approval. Paragraph (d) of this clause is excluded)

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE – SPECIALTY METALS COMPLIANCE CERTIFICATE

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES

252.225-7013 DUTY-FREE ENTRY (Applies when providing components from a qualifying country or components from a non-qualifying country when the estimated duty is expected to exceed \$200 per unit)

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS

252.225-7016 1 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Applies when Agreement requires Seller to provide a ball and roller bearing that that is not incorporated into a higher level assembly)

252.225-7021 TRADE AGREEMENTS

252.225-7022 TRADE AGREEMENTS CERTIFICATE- INCLUSION OF IRAQI END PRODUCTS

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS

252.225-70281 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS

252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE

252.225-7032 WAIVER OF UNITED KINGDOM LEVIES - EVALUATION OF OFFERS

252.225-7033 WAIVER OF UNITED KINGDOM LEVIES

252.225-7036 BUY AMERICAN ACT- FREE TRADE AGREEMENT - BALANCE OF PAYMENTS

252.225-7037 EVALUATION OF OFFERS FOR AIR CIRCUIT BREAKERS

252.225-7038 1 RESTRICTION ON ACQUISITION OF AIR CIRCUIT BREAKERS

252.225-7048 EXPORT-CONTROLLED ITEMS

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS  
252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS  
252.226-7001 1 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS  
252.227-7013 1 RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (Applies when technical data is specified to be delivered under the Agreement)  
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION  
252.227-7015 1 TECHNICAL DATA—COMMERCIAL ITEMS  
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION  
252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS  
252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM  
252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS – COMPUTER SOFTWARE  
252.227-7020 RIGHTS IN SPECIAL WORKS  
252.227-7021 RIGHTS IN DATA--EXISTING WORKS  
252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS  
252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE  
252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE  
252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT  
252.227-7030 TECHNICAL DATA—WITHHOLDING OF PAYMENT (Applies when technical data is specified to be delivered under the Agreement)  
252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN)  
252.227-7037 1 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (Applies when technical data is specified to be delivered under the Agreement)  
252.227-7038 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS)  
252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS  
252.232-7004 DOD PROGRESS PAYMENT RATES  
252.234-7002 EARNED VALUE MANAGEMENT SYSTEM  
252.235-7003 FREQUENCY AUTHORIZATION  
252.236-7013 REQUIREMENT FOR COMPETITION OPPORTUNITY FOR AMERICAN STEEL PRODUCERS, FABRICATORS, AND MANUFACTURERS  
252.239-7018 1 SUPPLY CHAIN RISK (Applies when the Agreement involves the development or delivery of any information technology whether acquired as a service of as a supply)  
252.243-7001 PRICING OF CONTRACT MODIFICATIONS  
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)  
252.246-7001 WARRANTY OF DATA (Applies when technical data is specified to be delivered under the Agreement)  
252.246-7003 1 NOTIFICATION OF POTENTIAL SAFETY ISSUES  
252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM  
252.247-7023 1 TRANSPORTATION OF SUPPLIES BY SEA  
252.247-7024 1 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA  
252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION  
5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR)