



Purchase Order Quality Clause QC35
Rev AN March 2024
Commodity
COTS Electro-Mechanical (Fans, Motors, Hard Drives, etc.)

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".

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.

A3 Vendor shall ensure they are licensed Franchise Distributor for all components supplied to CWDS. Vendor shall immediately notify CWDS if there is a change to status of Franchise Distributor agreements or if items requested by CWDS are not covered by a Franchise Distributor agreement prior to acceptance of order.

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.

B6 Guarantee of Products Source(s)

a. Independent Distributors shall ensure that only new and authentic products are delivered to CWDS. Independent Distributor shall endeavor to first purchase parts directly from Original Component Manufacturers (OCMs), OCM Authorized (Franchised) Distributors, or authorized Aftermarket Manufacturers or from Suppliers who obtain such parts exclusively from the OCM or their Authorized Suppliers with OCM traceability. Supply of product that was not provided by these sources is not authorized unless first approved in writing by CWDS.

b. "Authorized (Franchised) Independent Distributor covenants, warrants, and represents that it has effective contractual agreements in place with each manufacturer whose product(s) it is procuring to sell to CWDS.

Authorized (Franchised) Independent Distributor shall:

1. Only ship products to CWDS that have been procured directly from the manufacturer.
2. Not ship products to CWDS that has been procured from any other source without prior written consent from CWDS.
3. Be considered an unapproved Independent Distributor for Products procured from other sources.
4. Failure to obtain CWDS's prior written approval constitutes a material breach under the terms of this agreement.
5. Authorized (Franchised) Independent Distributor will fully indemnify CWDS from all claims, losses, and damages that result from said breach. CWDS reserves the right to reject all requests for approval and require additional verification and testing of products."

B7 Supply Chain Traceability

Independent Distributor shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all Electrical, Electronic, and Electromechanical (EEE) parts being delivered per purchase order. This traceability method shall clearly identify the name and location of all supply chain intermediaries



from the manufacturer to the direct source of the product for CWDS and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications. This traceability requirement applies to new purchases of material, material in inventory and material transferred from Independent Distributor's other business units. If this traceability is unavailable or cannot be provided, CWDS shall address this exception in writing at the time of purchase order.

B9 Flow Down to Subcontractors

All requirements of these Purchase Order terms and conditions, including any quality requirements dictated in the notes section of this purchase order, shall be flowed down to the Supplier's supply chain.

B10 Obsolescence Notice

This purchase order requires the supplier to provide at least 12 months notice on last buy to CWDS.

B11 Record Retention

When required by the terms of this Purchase Order, traceability documents shall be retained by Supplier for a period no less than 10 years and disposal to be in line with document marking requirements.

B12 Contribution to Product Conformity/Safety (Awareness)

Supplier is required to plan, implement, and control the processes needed to assure product safety the entire life cycle, as appropriate to the organization and product they are supplying.

B13 Code of Conduct

Seller acknowledges that: (1) Curtiss-Wright Corporation Policy No. 1A, "Code of Conduct – Suppliers and Customers" is available on the world wide web at: <http://www.curtisswright.com/company/suppliers/default.aspx> (2) Seller has reviewed a copy of the policy and (3) Seller agrees to comply with the provisions of the policy.

B14 Anti-Discrimination

Buyer is an equal opportunity employer and federal contractor or subcontractor. Consequently, Buyer and Seller agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. 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. 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, national origin, protected veteran status or disability. Buyer and Seller also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

B15 Performance Metrics

CWDS is to provide product and services at low cost and high quality in a timely manner to meet or exceed the expectations of our customers. As such, suppliers are an integral team member within our process. The Supplier Performance Metrics focus on key attributes which support daily production while driving continuous improvement in the overall supply chain.

CWDS measures suppliers to a quality performance for quality success and on-time delivery. The following metrics are tracked and available upon request:

- 95% or better on-time delivery,
- 98% quality success rate.

B16 Non-Disclosure Requirement

The drawings and or specifications provided with this purchase order or Request for Quotation (RFQ) contain information considered proprietary by CWDS and are provided for information purposes only to allow for the fulfilment of this purchase order/RFQ. These drawings/specifications shall not be disclosed to any third parties without CWDS written permission.

B17 Priority Rating

If so identified, this PO/Contract is a “rated order” certified for national defense use, and Seller shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).

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

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.

C6 Each part shall be identified with a unique serial number traceable to its production lot records.

C12 Regulatory Requirements

Restriction of Hazardous Substances (RoHS)

All product delivered on this Purchase Order shall be compliant with European Union Directive 2011/65/EU. This regulation details the Restriction of Hazardous Substances (RoHS) directive on the restriction of the use of the below Hazardous Substances in electronic equipment: ROHS compliance to be certified for in a suitable form by the supplier (e.g., detailed on the Certificate of Conformity for each delivery or an overriding certification covering all deliveries).

REACH

Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) is a European Union Regulation of 18 December 2006. REACH addresses the production and use of chemical substances (i.e., everything made of atoms), and their potential impacts on both human health and the environment. Its 849 pages took seven years to

pass, and it has been described as the most complex legislation in the Union's history and the most important in 20 years. It is the strictest law to date regulating chemical substances and will affect industries.

Conflict Minerals and Cobalt Free Product (Frank-Dodd Act, Sec. 1502)

On August 22, 2012, the final rule regarding sourcing of conflict minerals under Section 1502 of the Dodd Frank Wall Street Reform and Consumer Protection Act (“the Dodd-Frank Act”) was approved by the U.S. Securities and Exchange Commission (“SEC”). The rule imposes reporting requirements on publicly traded companies subject to the SEC to report annually the presence of conflict minerals originating in the Democratic Republic of the Congo (“DRC”) or adjoining countries (“Covered Countries”) in the products they manufacture or contract to manufacture whereby the conflict minerals are necessary to the functionality or production of a product. These “Conflict Minerals” include Coltan (columbite tantalite) and its derivatives (Tantalum); Cassiterite and its derivatives (Tin); Wolframite and its derivatives (Tungsten); and Gold.

At the customer’s request, CWDS will make every effort to obtain information related to these industry requirements and will fully disclose to the customer if the information is not available. CWDS does not make any express warranties related to RoHS, REACH, and CM-1502 unless explicitly stated in writing.

CWDS requests that all Supply Chain partners take any necessary steps to comply as applicable to these regulatory directives. We also require that all Suppliers make full disclosure of this information as it is available and/or expressly stated on the CWDS Purchase Order. CWDS will not accept ANY material that has been procured from sources related to the Conflict Mineral regulation.

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.

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

E4 Cosmetic requirements shall be in accordance with CWDS Cosmetic Specification 819576 latest revision latest revision Mechanical requirements shall be in accordance with the CWDS mechanical specification 834303 latest revision.

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 – latest revision - 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 – latest revision

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

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.

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.

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 (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.