



Purchase Order Quality Clause QC44 Rev AN March 2024

Commodity

Independent Distributor of Purchased Material (BXXX), including NVAL

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.

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.

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

C10 Independent Distributor and third-party card sources shall establish and implement test and inspection activities necessary to assure the verification of purchased product.

The supplier is to comply with procedure 830585 Verification of Authenticity-Testing Requirements which is available on the CWDS supplier portal, link from the purchase order.

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.

C11 Independent Distributor shall approve, retain, and provide copies of Electrical, Electronic, and Electromechanical (EEE) Manufacturer Certificates of Conformance (CofC) when available. In no case shall the manufacturer's certificate be altered or show signs of alteration.

Manufacturer C of Cs shall, at a minimum, include the following:

- a. Manufacturer name and address
- b. Manufacturer and/or Customer's part number and dash number
- c. Batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications

Where manufacturer C of Cs are not available, CWDS requires Independent Distributor to provide the following statement.

“Independent Distributor hereby attests that the parts provided under this purchase order are unused, unaltered and authentic and have not been salvaged, reclaimed, otherwise used, or previously rejected for any reason. This statement is based on rigorous supplier selection practices, supplier assurance practices, and tests and



inspections of the specific parts supplied that are designed to prevent the supply of fraudulent/counterfeit parts.”

Independent Distributor certificates shall state that the products have been handled in accordance with the requirements of this document and include as a minimum the following:

- a. Manufacturer's name
- b. Part number and product assurance level
- c. CWDS name and address
- d. Name and address of the Customer
- e. Quantity of the parts in the shipment
- f. Lot date code, as applicable
- g. Latest re-inspection date, if applicable
- h. Certification that the shipment is part of the shipment covered by the Manufacturer's documentation.
- i. Signature and date of transaction. An authorized signatory assigned by a corporate officer with responsibility for the product quality and reliability or their documented designee.

Independent Distributor shall maintain copies of certificates with lot records until the lot is completely shipped. Independent Distributor shall maintain the product and shipment traceability for a minimum of Seven (7) years after the date of the last shipment from each lot.

Clause E – Workmanship

E3 Workmanship and Process Control shall be in accordance with the latest revision of IPC/JEDEC J - STD – 001 latest revision 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 – 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.

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/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.

G7 Material Control (Independent Distributors only)

- Independent Distributors shall not alter, obliterate or redact any information from the OCM's labeling or part marking relevant to supply chain traceability. Adhesive labels may cover the OCM marking provided that the OCM marking is clearly legible after label removal.
- Independent Distributors shall have process in place for control of excess and nonconforming parts to prevent them from entering the supply chain under fraudulent circumstances. Process shall control suspect or confirmed fraudulent/counterfeit parts to preclude their use or reentry into the supply chain by physically segregating the parts from acceptable non-suspect parts and placing in quarantine.

CWDS has zero tolerance regarding Counterfeit and substandard parts which will not be accepted. If the parts are determined to be counterfeit or substandard, they will be permanently disabled; payment will be withheld and may be disqualified from CWDS's Approved Vendor List.

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

Reporting

H4 Independent Distributors documented processes shall require that all occurrences of suspect, fraudulent and confirmed counterfeit parts be reported, within 60 days of identification, to internal organizations, and to customers, applicable Government authorities, Government reporting organizations (e.g., GIDEP or equivalent), industry

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supported reporting programs (e.g., ERAI or equivalent), and Authority Having Jurisdiction.