



P-7.2.3.2
Seller's Quality Requirements

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Revision Level:
H

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Approval	Name	Signature
Quality Manager <i>(Document Owner)</i>	Don Hulbert	Signed ECR is on File.

Revision Record Cover Sheet		
Revision	Date	Change Description
A	07OCT03	Initial Release.
B	27APR09	Ref ECR# 01946 <ul style="list-style-type: none"> • Added opening statement "<i>Hard copies of this document are UNCONTROLLED, and may not be the revision currently in effect. It shall be the responsibility of the seller to ensure that they have and are utilizing the current revision at all sub-tier levels. ARC Technologies may be contacted through the Buyer/Planner or QA Department to supply this document at the current revision level.</i>" • Added "AS9100" reference in §D • Added "Anti-FOD" provisions.
C	04NOV10	See ECR # 02736
D	17NOV11	See ECR # 02979
E	06DEC11	See ECR # 03003
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G	23JAN13	See ECR # 03240
H	18NOV14	See ECR # 03543



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1 PURPOSE

The purpose of this document is to broadly outline the Seller's Quality Requirements for product throughout the Organization.

2 RESPONSIBILITY AND APPLICABILITY

2.1 Responsibility

2.1.1 The Quality Manager shall be responsible for the content of this document.


2.2 Applicability

2.2.1 This document is applicable to all associates involved with the processes referenced within this document.

3 DOCUMENTATION REQUIREMENTS

3.1 Required Elements

- 3.1.1 Seller shall maintain an International Organization of Standards (ISO), Aerospace Standard (AS), or Military Standard equivalent quality system acceptable to Buyer. For Items (including "items" and "Work" as such terms may be used in this POs definitions) covered herein. Widely recognized Government or Industry Quality System standards should be used as guidelines. Upon Buyer's request, Seller shall provide to Buyer documentation that describe Seller's System.
- 3.1.2 Seller shall provide and obtain for Buyer, Buyer's Customers, and appropriate statutory and regulatory agencies access to any and all facilities, including those facilities of Seller's subcontractors, where work on Items is being performed or is scheduled to be performed under this Purchase Order ("PO").

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- 3.1.3 Buyer shall have right to perform in-process inspection, audits, and system surveillance at Seller and Seller's subcontractors' facilities as part of verification of conformance to the requirements of this PO. Work under this PO is subject to Buyer's periodic audit of Seller's compliance with Seller's internal procedures and other documents applicable to this PO. Seller shall provide, at no cost to Buyer, Government or appropriate statutory and regulatory agencies, suitable facilities at Seller and Seller's subcontractors' manufacturing locations for Buyer, Government, and statutory and regulatory agency representatives to perform compliance verification. Seller shall include the provisions of this Section and it's Sub-Sections in each purchase order, if any, with each of its subcontractors where work is being performed or is scheduled to be performed in connection with this PO, and shall require that this Section and Sub-Sections are inserted in all subcontracts at every tier.
- 3.1.4 Seller shall maintain complete records of all manufacturing, inspecting and testing in connection with the Items. At Buyer's election, such records shall be made available to the Buyer, Buyer's Customers and/or appropriate statutory and regulatory agencies during the performance of this PO and for at least five (5) years after completion of this PO or for such longer periods, if any, as may be specified elsewhere in this PO. Upon Buyer's request, Seller shall forward such records to Buyer at no cost to Buyer.

4 CONTROL AND PROCESSING NONCONFORMING MATERIAL

4.1 Controlling Non-Conformances

- 4.1.1 Seller shall implement and maintain a system, which provides for identification, documentation, segregation and disposition of non-conforming material and shall ensure effective, positive corrective action is taken (including repetitive non-conformances dispositioned "Use As-Is" by Buyer's or Seller's material review board ["MRB"] actions) to prevent, minimize, or eliminate non-conformances. Seller's system shall ensure that nonconforming material is not used for production purposes.

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4.2 Corrective Actions & Non-Conforming Material Records

- 4.2.1 Seller shall maintain records of all non-conforming material, dispositions, assignable causes, corrective actions, and effectiveness of corrective actions for the period specified in this PO. Seller shall evaluate each non-conformance for its potential to exist in previously produced or delivered Items. If a non-conformance exists, Seller shall notify Buyer, in writing, within 24 hours for issues impacting flight safety, and, in writing, within 5 working days for all other issues. Buyer shall forward requests for corrective action, if any, to Seller when unsatisfactory performance by Seller and/or any of its subcontractors is detected by Buyer. Seller shall respond to all Buyer requests for corrective action. When requested by Buyer, Seller shall provide trend data and findings for Buyer returned Items. Seller shall assess all Buyer identified non-conformances and take the appropriate actions to ensure causes of non-conformance are corrected. If Seller is unable to verify or duplicate the non-conformance or refuses responsibility for the non-conformance, Seller shall notify Buyer. If Seller does not respond by Seller Confirmation Action Request (“SCAR”) within 30 days of receipt by Seller of the non-conforming Item, Seller shall be deemed to have accepted responsibility for the identified non-conformance.

5 MATERIAL REVIEW AUTHORITY (MRA) FOR SELLER-DESIGNED ITEMS

5.1 MRA


- 5.1.1 Seller has Material Review Authority, except for non-conformances, which affect a parameter controlled by Buyer drawing or specification, which affects form, fit, function, interchangeability or reliability. Seller shall submit dispositions of nonconforming Items, if any, regarding any such parameter(s) to Buyer for approval.

5.2 MRA for Buyer-Designed Items

- 5.2.1 Seller dispositions are limited to scrapping of Items, eliminating the nonconformance by rework to engineering, or returning to vendor. On Items of Buyer design, Seller shall document nonconforming Items for submittal to Buyer's MRB for dispositions as required by this PO. Seller's continued processing, prior to Buyer's MRB disposition, of any Buyer-designed Items containing a nonconformance prior to Buyer's MRB disposition will be at Seller's risk.

5.3 Additional MRA Requirements for Buyer-Designed Items

- 5.3.1 If seller has written delegated MRA, on Buyer-designed Items, Seller shall exercise such MRA except for non-conformances of a parameter that affects form, fit, function, interchangeability or reliability.

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5.4 Material Review Board Submittals

- 5.4.1 Seller dispositions are limited to scrapping of Items, eliminating the nonconformance by rework to engineering, or returning to vendor. On Items of Buyer design, Seller shall document nonconforming Items for submittal to Buyer's MRB for dispositions as required by this PO. Seller's continued processing, prior to Buyer's MRB disposition, of any Buyer-designed Items containing a nonconformance prior to Buyer's MRB disposition will be at Seller's risk.

5.5 Requirements for Seller-Designed Items

- 5.5.1 For Seller-designed Items:

- 5.5.1.1. Seller has the responsibility and authority to approve and control its own processing sources, including in-house processes.
- 5.5.1.2. Seller shall ensure that the assignment of personnel is commensurate with their level of experience, training and proficiency.

6 CALIBRATION REQUIREMENTS

6.1 Calibration

- 6.1.1 Seller shall maintain a calibration system that is compliant with the requirements in AS9100, ISO 9001:2000, ISO 10012-1, MIL-STD 45662A, or ANSI Z540-1.

7 PRODUCT CERTIFICATIONS AND ACCEPTANCE


7.1 Certification

- 7.1.1 Seller shall prepare a Certificate of Conformance statement that Items provided under this PO meet all applicable requirements. This Certificate of Conformance shall be included with Seller's shipping document to Buyer.

8 CHANGES TO SELLER'S OPERATIONS

8.1 Notification

- 8.1.1 Seller shall notify Buyer, in writing, of any change in status of its quality system as a result of any Government or statutory and regulatory agency action. Seller shall also notify Buyer, in writing, 90 days prior to any relocation or transfer of manufacturing operations, or change in any organization or procedure that could impact Item quality.

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9 SELECTION AND CONTROL OF SELLER'S SUB-TIER SOURCES

9.1 Selection

- 9.1.1 Seller's quality system shall include procedures for determining the capability of sub-tier suppliers, prior to issuance of Seller's PO. When the Seller performs a Quality System Survey or Evaluation for a sub-tier supplier facility, the results of each survey or evaluation shall be documented. Seller is responsible for ensuring all materials, services and components it procures for incorporation into the Items conform to all requirements of this PO.
- 9.1.2 Seller shall define and establish a program for determining the need for periodic re-audit or reevaluation of Seller's sub-tier suppliers. Prior to production and award of subcontracts, Seller shall institute a program that will ensure control of the quality of all Items procured by Seller in support of this PO. Seller shall include the applicable portions of this PO in each of its purchase orders, if any, with each of its subcontractors where work is being performed or is scheduled to be performed in connection with this PO and require that, where applicable, such portions are inserted in all subcontracts at every tier.

10 FLOW-DOWN REQUIREMENTS


10.1 Requirements

- 10.1.1 It is the responsibility of the supplier to flow down to the supply chain any applicable requirement including customer requirements.

11 ANTI-FOD (*FOREIGN OBJECT/DEBRIS*) PROVISIONS

11.1 Prevention Program

- 11.1.1 Seller shall maintain a FOD prevention program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris (FOD) Prevention. Whenever and/or wherever FOD entrapment or foreign objects can migrate, Seller shall ensure that applicable FOD requirements are flowed down to Seller's subcontractors at every tier
- 11.1.2 Seller's FOD prevention program shall include the review of design and manufacturing processes to identify and eliminate foreign object entrapment areas and paths through which foreign objects can migrate. Seller shall ensure work is accomplished in a manner preventing foreign objects or material in deliverable Items. Seller shall maintain work areas and control tools, parts and materials in a manner sufficient to preclude the risk of FOD incidents. Seller shall document and investigate each FOD incident and ensure elimination of the root cause of each such incident.

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11.1.3 Whenever and/or wherever FOD entrapment or foreign objects can migrate, Seller's FOD prevention program shall include Seller's periodic self-assessment of its internal FOD prevention practices, including each respective subcontractor's FOD prevention program at every tier to measure effectiveness of program compliance to requirements. Seller's FOD prevention program shall provide initial and periodic FOD training to Seller's employees. Seller shall provide records of such self-assessment and training to Buyer, upon request.

11.1.4 Seller's FOD prevention program shall contain, at a minimum, the following elements:


- Design & Manufacturing Process Review
- Performance Measurement
- Training
- Material Handling and Parts Protection
- Housekeeping
- Tool Accountability
- Hardware Accountability
- Lost Items Search and Documentation Process
- Physical Entry Control into FOD Critical Areas
- FOD Focal Point(s)

11.1.5 Prior to closing inaccessible or obscured areas and compartments during assembly, Seller shall inspect for foreign objects/materials. Seller shall ensure that tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD. By delivering Items to Buyer, Seller shall be deemed to have certified to Buyer that such Items are free from any foreign materials that could result in FOD.

12 EXPORT REQUIREMENTS

12.1 Requirements

12.1.1 If seller has received technical data, manufacturing drawings, specifications, software, or similar type items from Buyer, it is the responsibility of the Seller to ensure compliance with all U.S. export laws and regulations. These laws include, but are not limited to, (a) Section 38 of the Arms Export Control Act as enumerated in 22 CFR Parts 120-130, the international Traffic in Arms Regulations (ITAR), and (b) Export Administration Act of 1979, as amended in 15 CFR Parts 730-774 of the Export Administration Regulations (EAR), and the Denied Party screening requirements of the Bureau of Industry and Security; the Department of State and the Office of Foreign Asset Control.

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- 12.1.2 No technical data, manufacturing drawings, specifications, software or similar type items identified as a Deemed Export shall be transferred, disclosed or exported to "Foreign Persons" without specifically obtaining the required licenses from the U.S. Department of State's Office of Defense Trade Controls or from the U.S. Department of Commerce's Bureau of Industry and Security
- 12.1.3 In the event that the Seller is unable to comply with the U.S. export laws and regulations as listed above, Seller must immediately notify ARC Technologies in writing and cease the transfer, disclosure or export of any technical data, manufacturing drawings, specifications, software or similar type items to any "Foreign Persons" as defined in the above stated laws and regulations. Seller agrees to abide by all limitations and provisions and/or riders and conditions listed on any licenses or other approvals issued by the U.S. Department of Commerce

12.2 Denied Party List

- 12.2.1 Seller certifies and gives notice by acceptance of this purchase order that Seller's entity, and its officers, owners, and directors are not on any U.S. Government Denial List, including but not limited to, Denied Parties List, U.S. Office of Foreign Asset Control Specially Designed Nationals List, U.S. State Department Restricted List or any Foreign Government Sanctioned List. During the course of this purchase order, should the Seller or its key personnel be identified on any of these lists, the Buyer reserves the right to terminate this order and cease all further business.

13 MERCURY FREE


13.1 Requirements

- 13.1.1 Mercury contamination of the material will be cause for rejection. The use of mercury, mercury compounds or mercury-bearing instruments and/or equipment in a manner, which might cause contamination in the manufacturing, assembly, or testing of material on this contract is prohibited.

14 ROHS COMPLIANCE

14.1 ROHS Certificate

- 14.1.1 A certificate is required stating that the referenced materials are fully RoHS Compliant, meeting the European Parliament Directive entitled "Restrictions on the use of Hazardous Substances" (RoHS) This directive prohibits the use of the following elements in electrical/electronic equipment sold after 01JUL06: Cadmium (Cd), Lead (Pb) Mercury, including chemically or thermally unstable mercury compounds (Hg), Hexavalent Chromium (Cr(VI)), Polybrominated Biphenols (PBBs), Polylbrominated Diphenyl Ethers (PBDEs) and Decabromodephynl Ether (DecaBDE).

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15 COUNTERFEIT PARTS

15.1 Counterfeit / Suspect parts


- 15.1.1 Seller shall not deliver any Product to Buyer containing any “Counterfeit Parts” as defined in section [15.2](#)
- 15.1.2 If suspect/counterfeit parts are furnished under this purchase order and are found in any of the goods delivered hereunder, such items will be impounded by Buyer.
- 15.1.3 The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer and the Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing counterfeit parts, of reinserting replacement parts and of any testing necessitated by the reinstallation of Seller's goods after counterfeit parts have been exchanged.

15.2 Definition

- 15.2.1 Suspect Part – Material, items, or products in which there is an indication by visual inspection, testing, or other information that it may meet the definition of counterfeit material below.
- 15.2.2 Counterfeit Part: A suspect part identified as a copy, imitation or substitute without the legal right or authority to do so or a part whose material, performance, or characteristics are knowingly misrepresented by a Supplier in the Supply Chain. The Counterfeit Parts include but are not limited to:
- Parts not containing the proper internal construction that is consistent with the desired, producer, or ordered part.
 - Used, refurbished, or reclaimed parts represented as new product.
 - Parts with a different package style, type, or surface plating / finish than the product ordered.
 - Parts not successfully completing the full production and / or test flow of the Original Component Manufacturer (OCM) that are represented as completed product.

15.3 Counterfeit Prevention

- 15.3.1 Seller agrees and shall ensure that Counterfeit Work is not delivered to ARC Technologies.
- 15.3.2 Seller shall only purchase products to be delivered or incorporated as Work to ARC Technologies directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers whom can not supply certificate of conformance from the Original Manufacture unless approved in advance in writing by ARC Technologies.

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- 15.3.3 Seller shall immediately notify ARC Technologies with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by ARC Technologies, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- 15.3.4 Seller shall include paragraph 15.3 of this procedure or equivalent provisions in lower tier subcontracts.

15.4 Liability

- 15.4.1 Seller shall be fully liable for all such costs, even if such cost might be considered indirect, special or consequential damages. At Buyer's request, Seller shall return any removed counterfeit parts to Buyer in order that Buyer may turn such parts over to its Government customer for further investigation. Seller agrees that any Government or quasi-Government directive, such as a GIDEP alert or a directive from The Aerospace Corporation indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller's parts contain counterfeit parts.

16 SPECIALTY METALS CLAUSE (DFARS)

16.1 Compliance

- 16.1.1 Seller shall comply with the "Berry Amendment", Defense Federal Acquisition Regulation Supplement (DFARS) 252-225.7014 (JUN 2005), Alt. 1 (APR 2003), Preference for Domestic Specialty Metals, unless otherwise stated in purchase order.

17 OSHA REQUIREMENTS

17.1 Compliance

- 17.1.1 Seller warrants that all goods delivered under all purchase orders are in compliance with the latest OSHA (Occupational Safety and Health Administration) requirements.

18 DOT REQUIREMENTS

18.1 Compliance

- 18.1.1 Seller warrants that in the performance of all purchase orders, Seller will comply with all applicable US DOT (Department of Transportation) regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules, or regulations; and Seller further agrees to save Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with this warranty. The foregoing is in addition to, and not in mitigation of, any other requirements of related purchase orders.



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19 FAR CLAUSES

19.1 Terms

19.1.1 In all clauses listed herein, the terms “Government”, “Contractor” and similar shall be revised to identify properly the contracting parties under all purchase orders.

19.2 Compliance

19.2.1 Buyer requires Seller compliance with the latest version of the following FAR (Federal Acquisition Regulations) clauses:

- FAR 52.222-26 “Equal Opportunity”
- FAR 52.222-35 “Equal Opportunity for Veterans”
- FAR 52.222-36 “Affirmative Action for Workers with Disabilities”

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