

# PURCHASE ORDER CLAUSES

#### Q1 INSPECTION SYSTEM REQUIREMENTS

The Seller shall provide and maintain a Quality system that complies with ISO 9001:2015, AS9100 or AS9120 Notwithstanding the provisions of this clause, the Seller is in NO way relieved of the final responsibility to furnish the product or services that are in conformance with other parts of the purchase order.

### Q2 MRB AUTHORITY

Material Review Board authority is **NOT** authorized on this purchase order.

### Q3 CHANGES

The Seller shall notify the Buyer of any proposed changes in the Design, Fabrication Methods, or Processes previously approved by the Buyer and/or the Buyers customer, and obtain WRITTEN approval of the changes from the Buyer and/or the Buyers customer. Changed articles shall be clearly identified and in a different manner from the previous articles. When a proprietary item is procured by the Buyer, the Seller shall notify the Buyer of changes.

### Q4 RAW MATERIALS USED IN PURCHASED ARTICLES

Raw materials shall be accompanied with certifications, chemical and/or physical test results. The Seller shall certify to the specific requirements defined on the face of the purchase order. Results of tests performed on specimens or detailed analysis of Sellers acceptance test results on all raw materials that are required to satisfy specification requirements, and which are employed in the fabrication of articles purchased on a subcontract or purchase order agreement shall be made available to the Buyer upon request.

#### Q5 AGE CONTROL AND LIMITED LIFE PRODUCTS

Seller must provide product with minimum 75% remaining shelf life product upon receipt

### Q6 IDENTIFICATION AND DATA RETRIEVAL

Where and to the extent that traceability is a specific requirement, the Seller shall apply a unique identification to the individual product, material or batch. This identification data shall be recorded on and traceable to related Sellers records (See Seller Quality Records).

### Q7 SELLER QUALITY RECORDS

The Seller shall maintain suitable inspection and test records to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to the product involved. These records shall be maintained for a minimum period of twelve (12) years from the date of final manufacture or as stated otherwise in the contract. After the retention period has expired, the Supplier will contact CIM for disposition status and will either destroy the records or return them to CIM as directed.

## Q8 INSPECTION AND TEST CHARACTERISTICS

The Seller shall inspect and/or test as applicable, all characteristics defined by the purchase order, applicable drawing/blueprint specifications, pertinent to the work that the Seller is responsible for performing.

#### Q9

## RESUBMISSION OF NONCONFORMING ARTICLES OR MATERIALS

Nonconforming articles and/or materials returned by the Buyer and subsequently resubmitted by the Seller shall bear adequate identification of such nonconformance, either on the



articles, materials, or applicable Sellers records. The Seller shall provide evidence that the cause of the nonconformance has been corrected and that actions were taken to preclude any reoccurrence.

#### Q10 RIGHT OF ACCESS-BUYER QUALITY ASSURANCE ACTIVITY AT SOURCE

The Buyer and its customers reserve the right to perform inspections and tests on all articles, materials, or services at all places. The Buyer and its customers also reserve the "RIGHT OF ENTRY", which will allow the supplier, customer or regulatory agency entrance into your facility or at any level of your supply chain to determine the quality of the work/product, records, and/or materials at any place, including the plant of the subcontractor.

#### Q11 GOVERNMENT SOURCE INSPECTION

When the Government elects to perform inspections at the Sellers facility, the following statement must be applied to the purchase order:

"All work on this purchase order is subject to inspection and test by the Government at any time and place. The Government Quality Representative, who has been delegated the Quality Assurance function on this procurement, shall be notified immediately upon the receipt of this order. The Government shall also be notified forty-eight (48) hours in advance of the time articles or materials are ready for inspection or test."

#### Q12 PROCUREMENTS OTHER THAN THOSE REQUIRING GOVERNMENT SOURCE

For procurements, which do not require Government Source Inspection, the following requirement applies:

"The Government has the right to inspect any or all of the work included in this order at the Sellers facility."

#### Q13 SCRAP ALLOWANCE

Scrap allowance is 3% on furnished material. For this contract, material is defined as anything from raw material (e.g. bar, plate stock, etc.), through completed end items.

#### Q14 FIRST ARTICLE AT SELLER ACTIVITY

Seller shall perform a First Article inspection in accordance with the requirements set forth. Seller shall forward one (1) copy of the First Article Inspection Report to the Buyer.

#### Q15 CERTIFICATE OF CONFORMANCE

Seller shall provide evidence that the processes requested in this purchase order were performed by approved sources. The Seller shall maintain such evidence on file. Included with each shipment to the Buyer shall be a <u>Certificate of Conformance</u> indicating as a minimum, the process description, process number, name and address of the process supplier, the purchase order and part number.

#### Q16 ACCEPTANCE TEST REPORTS

Include with each shipment a copy, signed by an authorized agent of the Seller, of the results of the lot or item acceptance test required by the applicable specification. Where quantitative limits are established by the specification, the report shall indicate the actual values obtained. Test reports shall include control identity (e.g. heat, lot, serial number, etc.) of the material/ item tested. Seller is required to maintain inspection and test records as required by Contract/ PO.

#### Q17 SELLER ACKNOWLEDGEMENT AND WARRANTY

Seller hereby acknowledges that the parts/materials ordered on this Purchase Order/Contract



are for incorporation into an aircraft or will be used in the manufacture of, or maintenance of an aircraft. Seller warrants and represents that all parts/materials delivered in accordance with this Contract/PO are of NEW manufacture and meet or exceed all specifications and requirements specified in this PO/Contract or referenced document.

### Q18 CONTROL IDENTIFICATION

Seller shall include on the shipping document (invoice/packing sheet) and/or test report the control identity for material being shipped. When test reports are not required by the PO/ Contract, the control identity shall be on the shipping document. The control identity is, as applicable, the manufacturing date, lot, batch number, heat or serial number. When multiple lots are included in one shipment, Seller shall separate and identify respective lots, and indicate each lot quantity.

#### Q19 MATERIAL TRACEABILITY

Identification of each piece of material and each report is required by specification to provide traceability to heat, lot or batch number. Material Label must be Identified by date code, lot code, origin of part and Certificate of Compliance

#### Q20 HEAT, LOT, OR BATCH NUMBERS FOR REWORKED MATERIAL

Seller shall assign a new heat, lot or batch number to material reworked in accordance with instructions. Seller shall maintain records to show traceability to original material, indicating quantity reworked and subsequently returned to the Buyer. All reworked material shall be identified with only the new heat, lot, or batch number. Sellers shipping document shall indicate both the new and superseded heat, lot or batch number.

#### Q21 CUSTOMER FURNISHED MATERIAL

This clause is for internal use only and is intended to identify materials and hardware items furnished by the customer at no charge to CIM. Purchasing shall affix this clause to all **no charge** purchase orders used to track materials through the receiving and quality functions.

#### Q22 TEST SAMPLES

The vendor is required to provide test specimens as requested for inspection, verification, investigation, or auditing.

#### Q23 COUNTERFEIT PARTS

The vendor is required to have a process for the prevention of the use of counterfeit parts.

#### Q24 PERSONNEL

All personnel will be trained to understand their contributions to the production or service conformity, production safety, and the importance of ethics and behavior. This is flowed down to all levels of the supplier's supply chain.

#### Q25 TECHNICAL DATA

The Buyer is responsible for ensuring the Seller has access to all relevant technical data needed to provide conforming products, processes, and services. This technical data



includes, but is not limited to, drawings, specifications, process requirements, and work instructions.

#### Q26 EXTERNAL SOURCES

The Seller will use customer-designated or approved external providers and will ensure proper flow-down of all requirements, including customer requirements, to their external providers.

#### Q27 AWARENESS

The Seller will ensure that all personnel are aware of their contribution to product and service conformity, product safety, and ethical behavior.

#### Q28 PACKAGING, DELIVERY, SHIPMENT

All goods shall be packed and shipped in accordance with instructions or specifications on CIM purchase order. In the absence of any such instructions, Seller shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. TIME IS OF THE ESSENCE ON CIM'S PURCHASE ORDER. If goods are not delivered or services provided by the date specified, CIM may terminate, without liability, CIM's purchase order as to items not yet shipped or services not yet rendered, by notice, effective upon receipt by Seller. In such instance CIM may purchase substitute items or services elsewhere and charge Seller with any loss incurred. If to comply with CIM's required delivery date it becomes necessary for Seller to ship by a more expensive method than specified in CIM's purchase order, Seller shall pay any increased transportation costs, unless the necessity for such rerouting or expedited handling has been caused by CIM.

#### Q29 CALIBRATION

All measuring tools and equipment designed to provide proof of acceptance and compliance to requirements shall be calibrated in accordance with NIST requirements and proof of calibration kept on file at the seller's facility. CIM reserves the right to request proof of calibration for test and inspection equipment at any time.

#### Q30 SUPPLIER PERFORMANCE

Supplier performance criteria: On Time Delivery 90.0% and Quality Performance 98.0%. Based on the missed target for on-time delivery or quality, CIM will request you to provide us with a detailed action plan to bring your company's business system back to the established goals. This plan is to be sent to CIM within 30 days of the receipt of this letter. (QC@cimsd.com)

#### Q31 FOD Foreign Object Debris / Damage Program

The supplier shall develop and maintain a Foreign Object Debris/Damage FOD prevention program to prevent introduction of foreign objects into any item delivered under this purchase order.

#### Q32 DFARS & Domestic Materials

The Supplier certifies that all products supplied against the purchase order fully complies with DFARS Clause 252.225-7014, **All material(s) must be DFARS and/or Domestic**.

#### Q33 DPAS

The DP AS provides that DOD contracts are assigned priority ratings to assure that these contracts are afforded production priorities for delivery ahead of unrated orders which includes commercial orders. Ratings are assigned to DOD contracts and enforced in both



peacetime and war or emergencies. The contractor is obligated to accept the rated order, to schedule production operations to satisfy delivery requirements of each rated order, and to extend the priority rating to suppliers to assure that the item is delivered in the timeframe requested.

#### Q34 ITAR FLOWDOWN

If the order falls under the regulations of ITAR (International Traffic and Arms Regulations), all manufacturers, exporters, brokers of defense articles, defense services or related tech data are required to register with DDTC (Director of Defense Trade Controls). All license requirements imposed by ITAR are the sole responsibility of the subcontractor in possession of the purchase order.

#### Q35 CIM/Government Furnished Materials/Components

All material shall be accounted for and any unused or scrap parts need to be returned to CIM. Any scrap parts need to be accounted for and tagged accordingly. Fixtures and or gages need to be returned

#### Q36 Shipping & Handling Fees for Customers

Unless otherwise specified, all work shall be packed in accordance with the best available commercial practices in compliance with applicable federal, state, and local transportation regulations. Shipping and handling charges shall originate from the FOB origin unless otherwise specified between Buyer and Seller. Any expediting of materials is subject to reimbursement from the buyer along with specific packaging requirements.