

# PURCHASE ORDER PROVISIONS

## General Quality Provisions: Applicable to all Purchase Orders

- A. Provide only the exact item(s) specified in the Purchase Order (PO). All items are subject to receiving inspection and test; items not meeting all the requirements shall be rejected and reflected negatively in your quality performance rating. Use of superseded material, as defined by its controlling specification, is allowable permitted the material can be traced to or from the original drawing requirements. Do not fabricate parts from substitute material without written authorization from the EBA&D Buyer. Previous acceptance by EBA&D of product, which was not to the requirements, does not relieve the seller from the responsibility of delivering subsequent shipments, which fully conform to requirements.
- B. When applicable, the EBA&D PO shall state the revision of the drawing or specification that applies to the order. If the revision is not stated, it is assumed that the current revision of the drawing or specification applies.
- C. Your quality control or inspection system and manufacturing process are subject to review, verification, and analysis by authorized EBA&D representatives, our customers, and regulatory authorities, when applicable. Customer inspection or release of product prior to shipment is not required unless you are otherwise notified. A copy of the PO must be furnished by you to EBA&D or the customer representative, upon request. A copy of this paragraph shall be passed down to your sub-tier suppliers and all their sub-tier suppliers on all Purchase Orders issued as a result of this PO.
- D. Unless otherwise specified, there is no Material Review Board (MRB) authority granted to you or any of your suppliers or sub-tier suppliers providing materials, parts, or services as a result of this PO. The seller shall notify EBA&D of nonconforming material and obtain approval for product disposition. The seller shall notify EBA&D of changes to product, process, suppliers, and manufacturing facility locations and obtain approval from EBA&D.
- E. A packing slip is required with each delivery. The packing slip will include, *as a minimum*, Supplier Name & Address, Purchase Order Number, Item Name, Description or Part Number, Quantity, and Number of Packages.
- F. When previously rejected items are returned to EBA&D, reworked and/or replacement items shall be kept separate and clearly identified. On the packing slip, the quantity of each component shall be itemized and the EBA&D MRB Number shall be listed. All of the certification requirements originally identified on the PO are applicable to reworked and/or replacement parts.
- G. The seller shall maintain a quality system satisfactory to EBA&D for control of the items being procured and shall be subject to audit by EBA&D representatives. Suppliers must retain all quotations, quality/certification documents, contractual documents, and technical documents pertaining to a PO for a minimum period of 7 years, unless otherwise specified.
- (M) H. FOR HAZARDOUS MATERIAL SHIPMENTS ONLY: Seller shall provide a current Safety Data Sheet (SDS) at the time of first delivery and at the time of first delivery subsequent to a revision of the SDS, Fax (860-843-2939) or mail SDS to the attention of: Manager, Safety and Regulatory Compliance, Ensign-Bickford Aerospace & Defense Company, PO Box 429, Simsbury, CT 06070-0429.
- I. When any documentation required by the PO requires correction, either prior to or after submittal to EBA&D, the correction shall be made by drawing a single line through the incorrect information, and then entering the correct information above or below the line out. No whiteout can be used for corrections. The correction shall be initialed and dated by the person making the change.
- (M) J. Each page of the seller's certification package must be traceable to the EBA&D PO. The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of all material being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the material for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.
- K. The requirements of this PO shall be passed down to your sub-tier suppliers. When there are conflicting requirements, they shall be resolved by following the requirements of the document with the highest precedence. The order of precedence, in descending order, is, (1) The Document Text of the PO, (2) EBA&D Special Quality Clauses listed on the PO, (3) ADPUR-04 General Quality Provisions, (4) The requirements on the Applicable Documents (Drawing) or listed Specification defining the item to be delivered.
- L. New equipment/gaging shall be provided with an appropriate certification from the manufacturer. Items delivered are subject to calibration by EBA&D upon receipt and shall be rejected if not in conformance.
- M. Each item that is shipped to EBA&D shall be a fair representation of the buyer's and seller's commitment to quality. If the PO, drawing, or specification does not define workmanship, then the following criteria applies: Each item shall be free of foreign material, such as grease, machining fluids, chips, or loose dirt. Surface treatments shall be consistent within each lot. For example, each lot shall not have extreme color variations or excessive buildup of residual coating material, unless these variations are allowed by the controlling specification. Dents, scratches, gouges, and other types of surface defects shall not exceed drawing requirements for dimensions, surface finish, and/or broken edges.

- N. There shall be no parts used that are known to be obsolete by the original manufacturer. Seller shall notify EBA&D of any impending parts obsolescence for evaluation.
- O. The Supplier or the supplier's sub-tier suppliers shall respond to EBA&D requests for corrective action within the timeframe specified, and take timely and effective action to eliminate and prevent the root cause underlying deficiencies.
- P. Supplier shall not implement any changes in design, materials, processes, or controls without prior written approval from EBA&D prior to supplying services and/or material. Such changes or events may negate all previous EBA&D supplier qualifications, certifications, approval status, and may require re-qualification or re-submittal of a First Article. Supplier shall notify EBA&D of any proposed changes to the established baseline of materials, processes, sub-tier suppliers or inspection testing methods, techniques, ownership or facility changes. EBA&D approval is required prior to implementation of any proposed changes. The supplier is also responsible for compliance by sub-contractors. Supplier shall submit proposed changes for approval via a Supplier Information Request Form ADPUR-07 which can be found on our website <http://www.eba-d.com/suppliers/>
- Q. All parts and materials intended for EBA&D shall be protected against the potential damage from shipping, ESD (Electrostatic Discharge), FOD (Foreign Object Damage), corrosion, moisture, contamination, deterioration or damage by processing, handling, storage at the Seller, or in transit to EBA&D or from any sub-tier supplier.

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R. Counterfeit Material Avoidance

The Supplier shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers for all parts using SAE AS6174 as a guide. When suspect or confirmed counterfeit item(s) associated with this purchase order are discovered the Supplier shall notify EBA&D so EBA&D can issue a Government Industry Data Exchange Program (GIDEP) report and shall ensure suspect counterfeit items are not delivered to EBA&D. The Supplier shall immediately notify EBA&D with the pertinent facts if Supplier becomes aware or suspects that items delivered in accordance with the EBA&D purchase order are or contain suspect or confirmed counterfeit items. When requested by EBA&D, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. Supplier shall provide evidence of the Suppliers risk mitigation process to EBA&D upon request. The Supplier shall ensure that only new and authentic materials are used in the material delivered to EBA&D. The Supplier shall purchase material directly from OEMs or OCMs or from Authorized Distributors of OEMs or OCMs and shall obtain approval from EBA&D Buyer if items required to satisfy this order cannot be procured from these sources. Supplier shall present complete and compelling support for any request to procure from sources other than OEMs or OCMs or their Authorized Distributors and include in the request all actions completed to ensure the parts thus procured are not Counterfeit Items. The Supplier's supporting documentation shall also include: 1) Results of authentication test and analysis conducted (Using AS6174 as a guide). 2) Traceability with identification of all supply chain intermediaries wherever such traceability exists. 3) Identification of and traceability to the source for any remarked or resurfaced material. Supplier is not authorized to deliver any item procured from sources other than OEMs or OCMs, or their Authorized Distributors without prior written authorization from the EBA&D Buyer. The Supplier shall segregate and provide traceability identifiers (i.e., Date Code/Lot code, Serial number) for all items delivered to EBA&D which contain an item procured from sources other than OEMs or OCMs or their Authorized Distributors.

Product Impoundment and Financial Responsibility

If suspect/counterfeit item is furnished under this purchase order, such items shall be impounded. The seller shall promptly replace such items with items acceptable to EBA&D and the seller may be liable for all costs relating to impoundment, removal, and replacement. EBA&D may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation. Any known instances of fraud or attempted fraud shall be documented in writing to EBA&D.

Penalties Associated with Fraud

This purchase order and activities hereunder may be within the jurisdiction of the Government. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable legal statutes. Sellers employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order.

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Definitions:

**"Counterfeit Item"** is defined to include, but not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") or Original Component Manufacturer ("OCM") item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or OCM or that is not constructed in accordance with OEM or OCM design, but is represented as such; (iii) an item or component thereof that is used, refurbished or reclaimed but the Supplier represents as being a new item; (iv) an item that has not successfully passed all OEM or OCM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM or OCM item is a genuine OEM or OCM item when it is not.

**"Authorized Distributor"** is defined as a distributor with which the OM has a contractual agreement to stock, repackage, sell and distribute its product lines. Authorized Distributors normally offer the product for sale with full manufacturer flow-through warranty.

## EBA&D Special Quality Clauses

**Clause No. Description**

- 1 Source Inspection – Items on this PO are subject to EBA&D Source Inspection in your facility. Notify the Buyer/Planner identified on the PO to schedule Source Inspection. EBA&D reserves the right to waive Source Inspection. The EBA&D Buyer/Planner shall provide written authorization to process a shipment without Source Inspection. A copy of the authorization must accompany the shipment. Waiver of EBA&D Source Inspection on a specific shipment does not relieve the seller from requesting EBA&D Source Inspection on other shipments to be made under the same PO and/or line item. The seller is responsible for providing adequate facilities to the EBA&D Source Inspector so that an accurate inspection of the parts can be accomplished.
  
- 2 GSI – Government Source Inspection (GSI) is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your facility so that appropriate planning for GSI can be accomplished. If no Government Representative services your plant, notify the EBA&D Buyer/Planner immediately. GSI approval shall be indicated on shipping documentation.
  
- 3 Contract Manufacturer Inspection – Component parts will be drop-shipped to your facility by an EBA&D third party supplier. You shall perform, as a minimum, packing slip verification at your receiving inspection to ensure that the product received matches EBA&D parts list specified in the PO. You shall perform any additional inspections that are required by the PO and provide data sheets with your shipment. Notification of a nonconformance shall be communicated within one business day to EBA&D in the form of an email to the Buyer.
  
- 4 Calibration – In accordance with ANSI/NCSL Z540.3 and ISO 10012 traceable to NIST. Provide certification and data showing before and after results of calibrations performed including any adjustments made. List Manufacturer’s specification acceptance limits or EBA&D’s acceptance limits, if provided. If an out-of-tolerance condition is found, notify EBA&D within 24 hours.
  
- 5A Please see 5B. 5A has been replaced with 5B.
  
- (M) 5B PO Certification – The seller shall approve, retain and provide copies of Certificate of Conformance. Provide a certification stating that the parts or material provided are in full compliance with the EBA&D PO. The minimum information required on this certification is: Manufacturer Name, Manufacturer Address, EBA&D PO No, Part No, Drawing and revision, Item level identification (i.e., date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications), authorized signature with title(signature and drawing revision are not required for a distributor; an electronic authorized signature is acceptable), and date.
  
- 6 Raw Material Certification – Provide a certification of compliance for raw material as supplied by the mill/plant/sub-tier supplier. This certification shall be traceable to the EBA&D PO and shall state the proper specification or standard as it is called out on the drawing or specification (see General Quality Provision A.).
  
- 7 Special Process Certification – Provide a certification that the special processes required to fulfill this order were performed in accordance with the requirements. Such processes may be welding, heat treating, magnetic particle inspection, radiography, anodizing, passivation, or others as specified in the PO. This certification shall be traceable to the EBA&D PO.
  
- 8A Please see 8B. 8A has been replaced with 8B.
  
- 8B Product Acceptance Inspection Data – Provide a product acceptance inspection data with each delivered lot. This may be in the form of a Certificate of Analysis, datasheet, test report or other document applicable to the product. It shall provide objective evidence of product conformance and shall include the following: EBA&D and supplier part number, lot number, characteristics inspected, tolerance, sample size, actual measured values and an authorized signature or stamp. (an electronic authorized signature is acceptable). Each page shall be traceable to the EBA&D PO.
  
- 9 Shelf Life Limited Material Certification – Provide a certification with each shipment of shelf life limited material including the lot or batch number; date of manufacture; the EBA&D PO; and the expiration date. Identify each container with the lot or batch number and special handling, safety, or storage requirements. Shelf life limited material must have at least 50% of the shelf life remaining unless otherwise specified upon receipt by EBA&D.
  
- 10 Supplier Certification – Provide a separate statement that "Seller certifies that no manufacturing process changes were made since the last order," in accordance with ADPUR-05, Paragraph 7.
  
- (M) 11 **First Article Inspection** – A First Article Inspection Report in accordance with AS9102, latest revision is required. AS9102 First Article Report forms and instructions for completing the report can be obtained at [www.sae.org/aaqg/publications/as9102af1.doc](http://www.sae.org/aaqg/publications/as9102af1.doc), [www.sae.org/aaqg/publications/as9102af2.doc](http://www.sae.org/aaqg/publications/as9102af2.doc), [www.sae.org/aaqg/publications/as9102af3.doc](http://www.sae.org/aaqg/publications/as9102af3.doc)

If the product you provide is an assembly, a First Article Report in AS9102 format is required for all items listed on the Bill of Material for the assembly. A “bubbled” drawing is to be included with the report where the Char. No. assigned (FAI report

Form 3, block 5) is circled (“bubbled”) next to that note or feature on the product drawing. There are no “optional” fields. The FAI Report Number (block 4) for the item, assembly, or sub-assemblies of the item, the FAI Report ID format is <your EBA&D Supplier Code> - <Purchase Order # > - <Part Number> - <Part Rev> - <Date of Manufacture>, where Date of Manufacture is formatted as MMMYY.

- a. Upon acceptance of the report, EBA&D will return to you Form 1 with Blocks 23 and 24 filled in. For all future orders with this PO Clause imposed for which a new FAI Report is not required a copy of the signed and dated approved report is to be included in your documentation package as evidence the PO clause requirements have been fulfilled.
- b. When authorized changes occur to the design, or the processing of the item, a partial First Article (also called a Delta First Article) Report is required.
- c. Contact the Purchasing Agent listed on your Purchase Order if you are unable to retrieve the AS9102 forms, if you do not know if what you delivery is considered an assembly, or you are unclear about how to complete any portion of the report or you are not sure if a full or delta FAI is needed.
- d. Bag & Tag part used for the First Article Inspection Report separate from the rest of the lot, as practicable for the part delivered.

- (M) 11A First Article Inspection – A First Article Inspection Report is required in accordance with AS9102 except the lapse in production (as stated in AS9102 Para 5.3.) shall not exceed **ONE** year.
- 13 Additional contract flow down requirements are attached.
- 14 Manned Space Flight – Articles ordered in this PO are for use in Manned Space Flight. Materials, manufacturing, and workmanship of the highest quality standards are essential to astronaut safety. If you are able to supply the desired items with a quality which is higher than that of the items specified or proposed, you are requested to bring this fact to the immediate attention of the EBA&D Buyer. Insert this clause in all subcontracts and purchase orders for such items down to the lowest tier.
- 15 Domestic Specialty Metals – Any specialty metals incorporated in articles produced and delivered under this contract shall be melted in the United States or qualified country in accordance with DFARs 252.225-7014, Preference for Domestic Specialty Metals.
- 16 Circuit Board Assembly – Soldering and solder inspection of circuit board assemblies must comply with the requirements of J-STD-001 Class 3. Solder must be leaded type to the requirements of J-STD-006. Deviations or variations to the requirements as outlined must be approved by EBA&D Quality.
- 17 ESD Sensitivity – Products are sensitive to Electrostatic Discharge and must be packaged and labeled to applicable industry standards.
- 18 Supplier Procurement Baseline Document - Provide a Supplier Procurement Baseline Document for approval to the EBA&D Buyer. The supplier procurement document baseline is the approved technical documentation which describes the configuration of the delivered product and components during the manufacturing and procurement cycle. The supplier procurement baseline document prescribes all necessary physical or form, fit, and function characteristics, selected functional characteristics designated for production acceptance testing, and the production acceptance test requirements. The Supplier Procurement Baseline Document will be submitted on EBA&D Form ADPUR-SM-01. Supplier need only provide and obtain approval of the baseline document once during the performance of the PO, unless changes are made to the baseline. Changes will require approval of EBA&D prior to implementation.
- 19 Explosive Materials – Each lot of explosives shall be tested/analyzed for conformance to the applicable specification listed in the Purchase Order. The Certificate of Conformance shall include the lot acceptance test/analysis results and the date the testing was performed. The difference between the test date and ship date shall not be more than 12 months.
- 20 PWB Coupons and Test Data – Each shipment shall be accompanied by one representative test coupon for each lot or batch along with a legible copy of all applicable test data from the tests conducted on printed wiring boards or subassemblies submitted to EBA&D.
- 21 PWB DPA Requirements – The supplier shall provide one representative printed wiring board destructive physical analysis (DPA) cross-section sample and DPA report for each panel unless otherwise specified. Along with a legible copy of the report, the supplier is to provide a certification with a signature of the agency representative that performed the DPA attesting to conformance to specification requirements (Electronic signature or signed validation is acceptable unless otherwise specified by contract).
- 22 PWB Design Services – Artwork shall be supplied to Buyer for approval in electronic format that is readable with free viewers. Fabrication of the PWB shall not proceed prior to artwork approval by the Buyer. If no changes are made to the design, the final artwork shall be supplied to Buyer for documentation purposes.
- 23 PWB Testing – PWBs on this order shall be tested to the requirements of IPC-6012, IPC-6013, or MIL-P-50884, Group A and B prior to delivery. Copies of Group A test data shall accompany each shipment of PWBs. Group B test data shall be retained on file.

Coupons and Micro sections: The PWB supplier shall incorporate coupons on the fabrication panel that are representative of all the technology in the PWB including the worst-case condition of such features (e.g., annular rings). Micro-sections shall be performed on a read and record basis with data included in the PWB certification. One additional set of coupons shall be provided to Buyer with each lot of PWBs.

- 24 Boeing Approved Processors – The Supplier and any sub-tier contractor shall be or utilize Boeing approved process sources in accordance with DI-4426, which, along with information on Boeing approved processors and the User Instructions for the document, can be obtained from the Boeing website [www.boeing.com/companyoffices/doingbiz/index\\_quality.html](http://www.boeing.com/companyoffices/doingbiz/index_quality.html). The supplier shall supply copies of the approved processor certification to EBA&D with each shipment. If a specific Boeing inspection or processing criteria or requirement is referenced in PO, the supplier shall include a specific reference of compliance to this on the supplier certification(s) with each shipment.
- 25 Lockheed Approved Processors – The Supplier and any sub-tier contractor engaged in special processes (i.e., soldering, X-Ray, welding, magnetic particle and penetrant inspection, heat treating, plating, passivation, anodizing, coating) shall have special process approval by Lockheed-Martin or his system to control his sub-tier's special processes shall have been approved by Lockheed-Martin. Approval of special process sub-tier contractors does not relieve the Supplier of the responsibility for exercising control measures necessary to ensure that work performed by sub-tier contractors is in accordance with specification requirements. The Supplier shall have records of Lockheed Martin approval on file available for review. The supplier shall identify any sub-tier contractor(s) that performed special processes, by process specification, and shall supply copies of the approved processor certification to Buyer with each shipment.
- A list of first tier Lockheed Martin approved special processors can be found in Exostar Lockheed Martin Procure to Pay Portal under Current Approvals tab. Contact your EBA&D Buyer for a list of current approved processors.
- 26 Please see General Quality Provision R. Clause 26 has been moved to the General Quality Provision R.
- 27 United Launch Alliance (ULA) Approved Processors – The Supplier and any sub-tier contractor engaged in special processes (i.e. soldering, cleaning, X-Ray, welding, magnetic particle and penetrant inspection, heat treating, plating, etc.) shall have special process approval by ULA or his system to control his sub-tier's special processes shall have been approved by ULA. Approval of special process sub-tier contractors does not relieve the Supplier of the responsibility for exercising control measures necessary to ensure that work performed by sub-tier contractors is in accordance with specification requirements. The Supplier shall have records of ULA approval on file available for review. The supplier shall identify any sub-tier contractor(s) that performed special processes, by process specification, and shall supply copies of the approved processor certification to Buyer with each shipment.

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A current list of ULA approved processors can be obtained from the ULA web site at:  
<http://www.ulalaunch.com/suppliers.aspx>

In lieu of using a ULA Approved Processor, the Supplier may request approval of a NADCAP certified Special Processor certified in the process to be performed via ADPUR-07 Supplier Information Request (SIR). Once approved the Supplier must provide a valid copy of the NADCAP certification with each shipment.

- 28 Certificate of Conformance to Tin Lead Plating Requirement-  
Tin Lead Plating- per AMS-P-81728. Supplier to perform section 4.4 quality conformance inspections to include:
1. Non-Destructive visual examination and thickness of plating (nondestructive test) per specified sampling plan (visual examination and nondestructive tests)
  2. Destructive tests for the following: composition, thickness of plating, adhesion bend test; destructive sample size shall be as specified (4 parts for each destructive test for each plating lot).

Certification of conformance to include:

- a. Title, number, and date of specification.
- b. Composition and thickness of tin-lead plating.
- c. Type and thickness of under plating.
- d. Test results from both non-destructive and destructive testing.

Failure of one or more of the test pieces shall constitute failure of the lot.

- 29 Single Lot Requirement – All material and/or parts supplied under this Purchase Order shall be from one homogeneous and identical lot; that is, there shall be no change in the material constituents (i.e., Raw Material Heat Lot) manufacturing location, process, or design during manufacture of the lot by the supplier.
- 29A Single Manufacturing Lot Requirement – In addition to the requirements of Clause 29, the following shall apply: The parts shall be produced in a single lot, without change to process or location. Once set up is verified, tooling shall not be reset or altered until production of the lot is complete (Replacement of normal wear tooling, such as drill bits, is permitted). These same requirements also apply to Special Processes, whether they are performed in-house or by a sub-tier supplier.
- 30 Prohibited Material (Pure Cadmium, Pure Zinc, Pure Tin) – All constructions and finishes containing pure cadmium or pure zinc are prohibited. In addition, constructions and finishes containing pure tin are prohibited unless they contain a minimum of

3 weight percent lead. The use of lead free solder alloys is not acceptable unless approved by the buyer (Note-Sn96/Ag4, Sn95/Sb5, and Au80/Sn20 are acceptable when indicated in buyer specifications or buyer approved Process Identification Documents).

31. Seals and other Molded products – Seals and other molded products are to be manufactured according to the provided drawing. 10x magnification is the standard for inspection (Confirmation data can be collected at any magnification). No embedded FOD visible at 10x magnification shall be allowed. Any markings must stay intact after EBA&D's cleaning processes, using Cotton Fiber and 100% Isopropyl Alcohol.
32. Foreign Object Damage (FOD) Prevention – The Seller shall establish and maintain an effective Foreign Object Damage (FOD) Prevention Program to reduce FOD using NAS412 as a guideline. The Seller's program shall utilize effective FOD prevention practices. The program shall be proportional to the sensitivity of the design of the product(s) to FOD, as well as, to the FOD generating potential of the manufacturing methods. The written procedures or policies developed by the Seller shall be subject to review and audit by the Buyer and/or government representative, and disapproval when the Seller's procedures or policies do not accomplish their objectives.
- 121 The supplier's quality system must meet AS9100 as a minimum
- 122 The supplier's quality system must meet ISO 9001 or equivalent as a minimum
- 123 The supplier's quality system must meet MIL-Q-9858A as a minimum
- 124 The supplier's quality system must meet MIL-I-45208A, Amendment 2 as a minimum
- 129 No additional quality system requirement beyond ADPUR-04 General Quality Provision G.