



1. Purpose

The purpose of this document is to identify common quality clauses used on Purchase Orders (PO's) by C Speed, LLC facilities using this document, hereinafter referred to as C Speed.

2. Introduction

This procedure applies to all C Speed sites and its suppliers. It is intended to establish common language for supplier quality requirements related to C Speed generated PO's.

3. Process Owner

C Speed Supply Chain

4. Responsibility

C Speed Supply Chain is responsible for the development and control of common supplier quality clauses.

5. Stakeholders

The stakeholders are the Quality and Supply Chain personnel at each C Speed site who use these clauses.

6. Referenced Documents

No specific revision numbers of documentation are called out in this document. The latest revision of the referenced document should be used.

7. Acronyms and Definitions

ABL	As Built List
CCA	Circuit Card Assembly
C of A	Certificate of Analysis
C of C	Certificate of Conformance/Compliance
C of T	Certificate of Test
COTS	Commercially available Off-the-Shelf (FAR 2.101)



DSR	Designated Supplier Rep
ESD	Electrostatic Discharge
M&TE	Measuring and Test Equipment
MHP	Mandatory Hold Point
MRB	Material Review Board
PCB	Printed Circuit Board
PO	Purchase Order
PWB	Printed Wiring Board
QA	Quality Assurance
QMS	Quality Management System
QPL	Qualified Products List
RAB	Registrar Accreditation Board
SCAR	Supplier Corrective Action Request
UID	Unique Identification

8. Procedure for Using Clauses

1. *Quality Clause Structure*

Quality Clauses shall be identified on all Production POs. When a supplier accepts the Purchase Order, they are expected to comply with all the Quality Clause requirements listed. If a supplier cannot meet the Quality Clause requirement or feels that it is not applicable, they must contact the C Speed Buyer and get the issue resolved on the Purchase Order.



2. *Quality Clauses*

QC100 – Quality Management System:

The seller shall maintain a Quality Management System that complies with the requirements of AS9100, ISO 9001 or a C Speed approved Quality Management System (formal certification by an accredited registrar is preferred).

The Seller shall notify the Buyer of any changes to the QMS, i.e., certification status, facility relocation, Quality Manager.

The seller shall promptly inform Buyer's Authorized Procurement Representative of any natural disasters that may adversely impact Seller's capability to deliver conforming goods or services.

The organization shall ensure that persons doing work under the organization's control are aware of their contribution to product or service conformity and to product safety, including the importance of ethical behavior. The organization shall determine the requirements for the products and services including consideration of personal and product safety. The organization shall plan, implement, and control the processes needed to assure product safety during the entire product life cycle, as appropriate to the organization and the product.

These processes include:

- assessment of hazards and management of associated risks
- management of safety critical items
- analysis and reporting of occurred events affecting safety
- communication of these events and training of persons

QC101 – Identification, Preservation, Packaging, and Packing:

See C Speed T&C's Section 5. Unless otherwise noted on the PO, packaging and packing of all products shall be in accordance with Standard Commercial Packaging Practice. Reference ASTM D3951 – Standard Practice for Commercial Packaging (latest revision) for guidance. Additionally, suppliers are required to use tamper-evident packaging, when specifically required elsewhere on the PO (e.g., supplier branded tape).



Packages weighing over 35 pounds shall be labeled to indicate they are heavy. Each packing list shall include, as a minimum, the following information:

- Part number and revision (note: including revision on the packing list is preferred, but not required, if it is already identified on the certificate of compliance / conformance)
- PO number
- PO Line item
- Quantity
- Supplier/Manufacturer's identification

QC102 – Source of Supply:

See C Speed Standard Purchase Order Terms and Conditions Section 21 for additional requirements regarding Counterfeit Electronic Parts.

Suppliers are responsible for ensuring compliance of materials used to manufacture parts supplied to C Speed. Suppliers shall give preference to purchase from companies based and manufacturing in the United States of America, where economically and technologically feasible.

Suppliers shall only purchase materials from Original Equipment Manufacturers (OEMs), Original Component Manufacturers (OCMs) or the OEM/OCM Authorized Distributors (i.e., all electrical, electronic, and electromechanical (EEE) parts that are currently in production or available in stock at an Authorized Source, shall be procured from an Authorized Source). Purchasing from Independent Distributors (i.e., Brokers) or other sources is not authorized unless the part is no longer in production and is not available in stock at an Authorized Source. In this case, the Supplier shall request a variance in writing to document that a non-Authorized Source is being considered and obtain C Speed written approval to proceed with purchase.

Supplier shall notify C Speed when suspect counterfeit parts have been identified (reference QC108). The Supplier shall not deliver products that contain counterfeit parts, such as, but not limited to, software, material, and electrical, electronic, mechanical parts/assemblies.

Any suspect or confirmed counterfeit parts delivered to C Speed are considered non-conforming material. Counterfeit parts shall not be returned to the Supplier and shall be reported to GIDEP or other agencies as needed.



QC103 – Measuring & Test Equipment:

It is the seller's responsibility to ensure all equipment; including Customer Furnished Equipment (CFE), and Government Furnished Equipment (GFE), used to test and inspect C Speed supplied parts are maintained and traceable to the National Institute of Standards and Technology (NIST) requirements. Supplier shall preserve and provide calibration records upon C Speed request.

QC104 – Control of Manufacturing, Testing, and Inspection Records:

All records related to the manufacturing, testing and inspection of parts supplied to a C Speed PO shall be maintained for a minimum of seven (7) years from delivery and final payment, unless otherwise specified. These records shall be accessible, upon request, to C Speed, C Speed customers, or to regulatory and statutory authorities. All records submitted are subject to C Speed review and approval prior to acceptance.

The Supplier must notify the Buyer before the destruction of quality records.

All blank lines on records shall be marked as N/A if not applicable. Corrections shall be made by drawing a single line through the incorrect entry, and the change must be initialed and dated. When additional information is added it shall be initialed and dated. The use of ditto marks and continuation arrows are not acceptable for repeated data, initials, or signatures.

QC105 – Supplier Material Review Board (MRB) Authority:

The Supplier does not have MRB authority to accept or repair nonconforming products relating to Buyer controlled drawings or specifications. Any nonconformance on such final deliverable product to the purchase order, buyer drawings, buyer specifications or applicable documents must be submitted to C Speed for approval prior to usage or shipment, unless otherwise documented on the Buyer's Purchase Order.



QC106 – Shelf Life:

No materials will be shipped to C Speed with less than 80% of the full shelf-life as determined by the original manufacturer unless previously approved in writing by C Speed. The expiration dates shall be clearly recorded on the packaging and shipping documents.

QC107 – Temperature (and Humidity) Sensitive Material:

The Supplier must identify each shipment of temperature (and humidity) sensitive material with the manufacture date, storage temperature (and humidity, if applicable) and recommended shelf life. In addition to the normal identification requirements of name, type, size, lot/date code, and quantity identification, special handling conditions also must be recorded on the shipping document.

QC108 – Notification of Non-conformances Responsibility:

The Supplier shall inform C Speed immediately when there is a reason to suspect that products previously supplied to C Speed may not be in accordance with the C Speed's drawing(s), specification, or purchase order requirements. The Supplier shall promptly inform C Speed of any circumstance related to materials, manufacturing, processing, methods, design, etc. which may make a product susceptible to premature failure or otherwise place the safe operation of that product at risk. The notification shall describe the nature of the discovered anomaly, its applicability to C Speed part number(s), quantities affected and the probable impact to the proper function/performance of the item supplied. Supplier is responsible to notify C Speed if they have received any corrective actions from the government or regulatory agencies within 30 days if it has a direct bearing on form, fit, function or delivery schedule to C Speed. Nothing in this clause changes, reduces or modifies any C Speed rights, remedy or requirements in C Speed Standard Terms and Conditions.

C109 – Control of Lower-Tier Suppliers:

Supplier is responsible for the quality of all sub-tier products. The Supplier shall flow-down all applicable C Speed purchase order requirements, including, but not limited to Terms and Conditions Federal Acquisition Regulations (FAR), Defense Federal Acquisition Regulations Supplements (DFARSs), and Quality Clauses to sub-tiers performing work involving this purchase order.



QC110 – Supplier Corrective Action Request:

A Supplier Corrective Action Request (SCAR) shall be forwarded by C Speed to a Supplier when corrective action is required. Upon notification of the nonconformance, the supplier shall take immediate containment action. The supplier shall complete the analysis of cause and propose corrective action within ten (10) calendar days or within the due date assigned to the SCAR. Failure to respond in a timely manner may result in the removal of the Supplier from the Approved Suppliers List. Upon notification of the nonconformance, shipments may be suspended until containment processes are enacted.

QC111 – Certificate of Compliance/Conformance (C of C)

Supplier shall submit with each shipment either on their packing list, or attachments, a certificate of conformance or certificate of compliance, which shall be dated and bear the signature and title of an authorized Supplier Quality Representative, stating that the materials and services furnished to C Speed are in conformance with the applicable requirements of the contract, drawings, and specifications. It shall also state that the supporting documentation is on file and will be made available to C Speed, its customer(s), Government Representative, or any other regulatory or statutory agency upon request, unless it forms part of the drawings'/specifications' data requirements in which case the supporting documentation (including test results) will be shipped with the product.

Certification must include the following:

- The supplier's full name and address
- C Speed purchase order number
- C Speed part number, revision, and as applicable, serial numbers
- PO quantity
- Quantity shipped
- Lot / Date Code
- Name of lower-tier supplier and description of service provided (if applicable)
- Authorized signature and date
- Certificate or C of C by the supplier declaring the product or service has met all the requirements of the purchase order, including drawings and specifications at the prescribed revision level.

Suppliers shall maintain certifications (CofC's) from all sub-tier suppliers/processors/OEMs/OCMs. Unless specifically required per purchased order, the Supplier's lower-tier supplier/processor C of Cs shall be made



available to C Speed, C Speed customer(s), authorized Government Representative, or any other regulatory or statutory agency upon request.

QC112 – Parts Substitution:

The Seller shall not deliver substitute parts for the part specified on the purchase order line unless C Speed and/or C Speed customers have approved the substitution in writing. For Buyer specified and controlled drawings and specifications, the Seller shall not use substitute or alternate component parts or subassemblies without receiving approval in writing.

QC113 – Right of Access:

During the performance of the order, C Speed, C Speed Customers, and/or a regulatory or statutory agency including Government Representatives, reserve the right to attend, review, and participate in the Supplier's Quality System and associated manufacturing processes including inspection and testing of any work related to this contract. C Speed, C Speed Customers, and/or regulatory or statutory authorities shall be afforded the right to verify at the supplier's premises (or Supplier's subcontracting premises) that the supplier's product conforms to all specified requirements.

QC114 – Mercury Prohibition:

The supplies furnished under this Purchase Order shall not contain functional mercury. Furthermore, external contamination by metallic mercury or mercury compounds shall be cause for rejection. The Supplier shall notify C Speed prior to proceeding with manufacturing or shipping if the presence of mercury or mercury contamination is suspected. The Supplier shall perform a suitable test to verify the suspicion. The deliverable materials shall not come into direct contact with mercury containing devices employing only a single boundary of containment. A single boundary of containment is one which is not backed by a second seal or barrier to prevent contamination in the event of rupture of the primary seal or barrier. This requirement does not preclude the use of fluorescent lighting fixtures or fixtures employing mercury vapor lamps, which contain no more mercury per lumen than a comparable fluorescent lamp.

QC115 – Government, C Speed or Customer Property:

(Ref. FAR Part 52, Subpart 245) When applicable, property supplied by C Speed, its customer(s), and/or the Government to be incorporated into the Supplier's finished product shall be inspected upon receipt for evidence of acceptance and will be maintained throughout the manufacturing process.



QC116 – Foreign Object Debris (FOD) Prevention and Part Cleanliness:

Supplier shall maintain a FOD Prevention Program based upon Aerospace Standard AS9146, Foreign Object Damage Prevention Program. C Speed reserves the right to review Supplier FOD Prevention program and FOD control records as circumstances warrant.

Whenever Foreign Object Debris can be entrapped or migrate, Supplier shall ensure QC116 requirements are flowed down to any sub-tier contractor performing work against this PO/Contract.

Prior to closing inaccessible/obscured areas during production assembly, Supplier shall inspect for FOD and ensure no protective devices (caps, covers, etc) remain embedded. Supplier shall ensure tooling, jigs, test fixtures and handling equipment are maintained in a state of cleanliness sufficient to prevent FOD contamination.

By delivery of items to C Speed, Supplier shall be deemed to have certified that all items/package are free from any FOD. Any FOD contamination will be cause for rejection of material.

QC117 – First Article Inspection:

The Seller shall perform a First Article Inspection (FAI) on Buyer controlled drawings and specifications in accordance with AS9102 latest revision or a C Speed approved First Article Inspection Process, if one of the following conditions apply:

- First time submission (part or new supplier)
- Revision change affecting form, fit, or function
- Significant obsolescence is resolved for
- A process change used to manufacture the part
- Change in manufacturing location (facility)
- 24 months or longer have passed since the supplier has last produced part
- A special request by C Speed and called out separately on the PO

Subassemblies and/or detail parts where the seller has design authority shall have FAI



requirements as defined on the statement of work or purchase order.

If the purchase order line item specifies a buyer or seller designed product that has standard catalog commercial-off-the shelf hardware included at the subassembly levels, FAI is NOT required for the standard catalog or Commercial-Off-The-Shelf (COTS) parts/assemblies. All first article inspections performed by the seller will be accompanied with a First Article Inspection Report (FAIR) and all other approved documentation showing conformance to the contract, purchase order, drawing, or performance requirements specified by C Speed.

Note: *This clause does not apply to purchase order lines that specify COTS Items.*

QC118 – Notification of Changes:

The seller shall provide written notification to the buyer prior to manufacturing of any changes from the following list:

- Quality Management System
- Quality Management Personnel
- Ownership and Executive Management
- Manufacturing locations

The item(s) described on buyer drawing is the only configuration approved by C Speed. Any changes to these requirements require approval prior to manufacturing.

After a First Article has been received and approved by C Speed, any of these changes require C Speed approval prior to making the changes:

- Manufacturing locations
- Changes in key suppliers
- Machines and Equipment changes
- Process changes
- Any other changes that could affect form, fit, or function. If the supplier is not sure of the effect, then approval shall be requested.