



Quality Clauses

Procurement Quality Clauses

- Applicability of Quality Clauses
 - Procurement Quality Clauses Q1 through Q10 apply to ALL purchase orders.
 - Procurement Quality Clauses Q11 through Q16 apply when specified on purchase order.

Q1 Quality System Requirements

The supplier shall implement and maintain a quality management system that complies with ISO 9000:2000, MIL-Q-9858, or MIL-I-45208, or an equivalent system that provides adequate inspection to verify that the product supplied is in full compliance with the purchase order requirements and all applicable specifications. Compliance with these requirements is subject to audit by MCV Microwave. The supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

Q2 Right of Entry

MCV Microwave reserves the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. Seller shall also ensure that persons are aware of their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior.

Q3 Raw Material Traceability

All items manufactured under this purchase order shall be traceable to raw materials used. Traceability and inspection records shall be available upon request by MCV Microwave or customer representatives. Identification of raw materials used, shall include, as applicable, but not limited to the following types of information - lot number, material type, specification, heat number, etc. In any case, supplier shall record sufficient identification information to adequately identify all material in such a manner that full traceability of raw materials used is included.

Q4 Material Review Board (MRB) Authority

The supplier shall notify MCV Microwave Quality Assurance of any "use as is" or "repair" non-conformances to the requirements of this order. "Use as is" and "repair" dispositions shall be submitted to MCV Microwave prior to implementation. Suggested dispositions, identification of the cause of non-conformance, and the corrective actions taken shall be submitted in writing. Further work shall not be performed until directed by MCV Microwave in writing.

Q5 Certification of Compliance

Certification documents are required from supplier and sub-tier supplier, and shall be identified with, and include, the following:

1. The MCV Microwave purchase order number and item number.
2. Quantity, Lot, and/or Serial Numbers.
3. Date of Manufacture (D.O.M.).
4. Part Number and Revision as specified on purchase order.
5. Signature, Title, and Date by an authorized representative of the issuing organization

Q6 Configuration Management

Supplier shall notify the buyer immediately of any changes to the characteristics or configuration of the product and/or processes used to manufacture the product, including changes of their external providers or location of manufacture. When required, supplier shall obtain written approval of changes from MCV Microwave.

Q7 Packaging/Handling

Product intended for delivery to MCV Microwave shall be handled and packaged in manner as necessary to prevent damage during handling and transit. Etched Materials Packaging of etched materials shall be performed in such manner as to ensure that etched product is adequately protected from degradation. Uninsulated Silver and silver-plated products Packaging of uninsulated silver and silver-plated products shall be performed in such manner as to ensure that oxidation is prevented. Hazardous Materials Hazardous materials, as defined by the EPA, shall be



Quality Clauses

packaged and clearly identified in such manner as to include any and all special handling, packaging, storage, environmental, or other requirements imposed by statute or regulation.

Q8 Limited shelf life material

The seller shall identify each item, package, or container of limited-calendar-life material with the cure or manufacture date, storage temperature, special handling conditions and requirements, in addition to the normal identification requirement of name, part number, specification number, type, size, quantity and manufacturing recommended shelf life. This identification, including special handling conditions and requirements, shall be recorded on certifications and shipping documents for the material.

Q9 Quality Records

All Quality Records are to be legible, reproducible, and identifiable to the purchase order. Quality Records are to be stored and maintained in such a way that they are readily retrievable in facilities that provide a suitable environment to minimize deterioration or damage and to prevent loss. This applies to our suppliers and any lower-tier suppliers. Retention period for Quality Records are 7 years unless otherwise specified. MCV Microwave, our customers, Government, or Regulatory Agency representative shall have access to review quality records as they pertain to this order.

Q10 Prevention of Counterfeit Parts

10.1 Definitions

10.1.1 Authentic shall mean (1) genuine; (2) purchased from the Original Equipment Manufacturer ("OEM"), Original Component Manufacturer ("OCM") or through the OEM's/OCM's authorized dealers; and (3) 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.

10.1.2 Authorized Dealer — A dealer or distributor that purchases directly from the OEM or OCM and is authorized or franchised by the OEM or OCM to sell or distribute the OEM's/OCM's Items.

10.1.3 Counterfeit Part — A part that is an unauthorized copy or substitute that has been identified, marked, and/or altered by a source other than the item's legally authorized source and has been misrepresented to be an authorized part of the legally authorized source. This definition includes used parts represented as new parts.

10.1.4 Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM) — An organization that designs and/or engineers a part or equipment and is pursuing or has obtained the intellectual property rights to that part or equipment.

10.1.5 Non-Franchised Source — Any source that is not authorized by the OEM or OCM to sell its product lines. Non-franchised sources may also be referred to as brokers or independent distributors.

10.1.6 Suspect Counterfeit Part — A part that Buyer becomes aware, or has reason to suspect, meets the definition of "counterfeit part", as defined above. For purposes of this document, the terms "counterfeit part" and "suspect counterfeit part" will be used interchangeably. If any individual part from a lot is determined to be counterfeit or suspect counterfeit, the entire lot of parts will be considered to be suspect counterfeit.

10.2 Terms and Conditions

10.2.1 Seller represents and warrants that only new and authentic materials (including embedded software and firmware) are used in Items required to be delivered to Buyer and that the Items delivered contains no Counterfeit Parts. No material, part, or component other than a new and authentic part is to be used unless approved in advance in writing by Buyer. 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"), Original Component Manufacturers ("OCMs") or through the OEM's/OCM's authorized dealers. Seller represents and warrants to Buyer] that all parts/components delivered under this Order are traceable back to the OEM/OCM. SELLER must maintain and make available to Buyer at Buyer's request, within 10 business days, OEM/OCM documentation that authenticates traceability of the parts/components to the applicable OEM/OCM. Purchase of parts/components from Non-Franchised Sources is not authorized unless first approved in writing by Buyer. 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. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Order requirements, including the representations and warranties in Section 10.2.

10.2.2 Seller shall maintain a documented system (policy, procedure, or other documented approach) that provides for prior notification and Buyer's approval before parts/components are procured from sources other than



Quality Clauses

OEMs/OCMs or the OEM's/OCM's authorized dealers. Seller shall provide copies of such documentation for its system for Buyer's inspection upon Buyer's request.

10.2.3 Seller must maintain a counterfeit detection process that complies with SAE standard AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition.

10.2.4 If it is determined that counterfeit parts or suspect counterfeit parts were delivered to Buyer by Seller, the suspect counterfeit parts will not be returned to the supplier. Buyer reserves the right to quarantine any and all suspect counterfeit parts it receives and to notify the Government Industry Data Exchange Program (GIDEP) and other relevant government agencies. Seller shall promptly reimburse Buyer for the full cost of the suspect counterfeit parts and Seller assumes responsibility and liability for all costs associated with the delivery of suspect counterfeit parts, including, but not limited to, costs for identification, testing, and any corrective action required to remove and replace the suspect counterfeit parts. The remedies in this Article 10.0 shall apply regardless of whether the warranty period or guarantee period has ended and are in addition to any remedies available at law or in equity.

10.2.5 If the procurement of materials under this Order is pursuant to, or in support of, a contract, subcontract, or task order for delivery of Items to the Government, the making of a materially false, fictitious, or fraudulent statement, representation or claim or the falsification or concealment of a material fact in connection with this Order may be punishable, as a Federal felony, by up to five years' imprisonment and/or substantial monetary fines. In addition, trafficking in counterfeit Items, to include military Items, constitutes a Federal felony offense, punishable by up to life imprisonment and a fine of fifteen million dollars.

10.2.6 Seller shall flow the requirements of this Article 10.0 ("**Prevention of Counterfeit Parts**") to its subcontractors and suppliers at any tier for the performance of this Order.

Q11 First Article Inspection

A First Article Inspection Report shall be required when the first production units are manufactured. The report shall include all drawing characteristics and notes, required tolerance range, actual measurement results, and where physical testing is required, the results of the test(s).

Q12 Source Inspection

MCV Microwave will inspect the material submitted on this purchase order at the supplier's facility. Source inspection approval or acceptance by the MCV Microwave Quality Representative shall not constitute final approval or acceptance by MCV Microwave of the items covered by this purchase order, nor shall it relieve the seller of their responsibility to furnish acceptable product.

Q13 Government Inspection

Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government representative who normally serves your plant.

Q14 Test Reports

Each shipment must be accompanied by one (1) legible and reproducible copy of actual test results identifiable with test parameters and product submitted. These reports must contain the Test/Inspection Stamp of the individual performing the task, or the signature and title of the authorized representative of the agency performing the test.

Q15 Raw Material Certification

Each shipment must be accompanied by one (1) legible and reproducible copy of the Raw Material Certification. The Certification shall be from the Mill source and lists the actual test values.

Q16 Special Process Certification

A certificate shall be issued with each shipment and must state that special processes demonstrate compliance with the drawing requirements, specifications or purchase order, and is performed by a MCV Microwave, Design Authority, and/or government approved source. The certificate shall contain the signature of an authorized representative of the supplier.