

Quality Clauses for Purchase Orders:

These clauses as set forth are in addition to all other clauses, instructions, and terms and conditions of purchase contained in this order or made a part thereof by reference.

Applicable clauses will be referenced by the clause number in the body of the Purchase Order.

1. Order of Precedence.

- 1.1. In the event of any inconsistency or conflict between or among the requirements of this Purchase Order the requirements apply in the following order.
- Purchase order
 - Specification (drawing, test spec, product, or service specification, etc)
 - This document

2. Associated Documents & Definitions:

2.1. Associated Documents:
See Purchase order

2.2. Definitions & Acronyms:

- C of A – Certificate of Analysis
- C of C – Certificate of Compliance
- DFARS – Department of Federal Acquisition Regulations System
- ESD – Electrostatic Discharge
- FAIR – First Article Inspection Report
- FOD - Foreign Object Debris/Detection/Damage
- OEM/OCM – Original Equipment Manufacturer / Original Component Manufacturer
- SAE – Society of Automotive Engineers

3. Quality Management System

3.1. The supplier shall maintain a quality system meeting the requirements of ISO 9001 or AS9100. Third-party registration by an accredited registrar is preferred. Suppliers claiming compliance with no formal accredited registration may require an onsite assessment by EPC Space.

4. Flow down of Requirements

4.1. The supplier shall insure that requirements be flowed down to sub-tier suppliers.

5. Documentation Requirements

5.1. All supplied documents (including shipping documents, test reports, and CoC/CoA) shall include the following information at a minimum.

- EPC Space part number and revision,
- quantity,
- purchase order number,
- lot number where applicable.

5.2. Suppliers, as well their subcontractors, shall maintain records to substantiate product compliance to the purchase order requirements and must be capable of furnishing copies of these records upon the request of EPC Space.

5.3. Records shall be retained for a minimum of 10 years unless otherwise specified by this order.

Quality Clauses for Purchase Orders:

6. **Certificate of Analysis (C of A) or Compliance (C of C).**

- 6.1. Each shipment of material and/or manufactured articles, as applicable, must be accompanied by a legible copy of the applicable chemical, physical, and mechanical test results required by and identifiable to the material or item specifications identified in this order.
- 6.2. Supplier shall maintain the original copy of each test report required by this order for a minimum of three (3) years after closure, unless otherwise specified by this order. Test reports furnished shall contain the signature of a responsible representative of the agency performing the tests and documented evidence of conformance to all specification requirements.
- 6.3. Supplier or manufacturer shall maintain on file and assure availability for EPC Space review upon request, results of chemical and/or physical tests required to satisfy specification requirements for the raw materials used in the manufacture of articles delivered under this order.
- 6.4. Such test result files shall be retained for a minimum of three (3) years after closure, unless otherwise specified by this order.

7. **Counterfeit Components**

- 7.1. The supplier agrees and shall ensure that counterfeit goods are not delivered to EPC Space. Supplier's counterfeit prevention procedures shall meet the requirements of SAE AS5553. Seller shall immediately notify EPC Space with the details if supplier becomes aware or suspects that it has furnished counterfeit goods. If suspect/counterfeit goods are furnished under this order or are found in any of the goods delivered hereunder, such items will be contained by EPC Space. Supplier shall be required to disclose the source of the suspect/counterfeit goods to EPC Space. Upon request of EPC Space, supplier shall immediately provide documentation of traceability of the affected goods to the applicable OEM/OCM.

8. **Raw Materials**

- 8.1. EPC Space recognizes the importance of preventing the use of conflict minerals from the DRC and adjoining countries and has taken steps to comply with the Dodd-Frank Financial Reform Bill section 1502(b). It is our policy to refrain from purchasing from any known conflict sources and we expect that our suppliers adhere to the same standards and source materials only from socially responsible suppliers.
- 8.2. All Specialty Metals provided directly to or included in products provided to EPC Space shall be compliant to DFARS 252.225-7008 Restriction on Acquisition of Specialty Metals, DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, and DFARS 252.225-7014 Alt 1 Preference for Domestic Specialty Metals.

Quality Clauses for Purchase Orders:

9. Packaging

- 9.1. All semiconductor die shall be packaged in individually lidded containers. For ESD sensitive devices, conductive or anti-static containers shall be required with an external conductive field shielding barrier. Stacking of containers without lids shall not be allowed. The supplier may submit an alternate procedure for packaging of die for approval by the using activity.
- 9.2. Material on this order is susceptible to physical damage and must be packaged in a manner, which will prevent part-to-part contact during handling, shipping, and storage.
- 9.3. To reduce the risk of FOD or ESD, Suppliers shall minimize the use of static generating filler materials such as styrofoam peanuts or plastic filler materials.

10. Traceability and Lot Control

- 10.1. The supplier shall maintain a system that assures traceability of EPC Space supplied materials throughout the receiving, manufacturing, and packaging process. When EPC Space raw materials are supplied, alternative materials shall not be used. Manufacturing shortages shall be reported to the EPC Space buyer. All residual materials shall be returned to EPC Space upon completion on the contract.
- 10.2. The supplier shall utilize a traceability and lot control system that allows only parts or material produced in a continuous operation or production cycle to be offered for acceptance at any one time.

11. Configuration Change Control

- 11.1. Supplier shall notify EPC Space of any proposed changes to controlled designed parts, materials, fabrication methods, or processes and obtain EPC Space approval prior to change implementation. No unauthorized repairs are allowed.
- 11.2. The current configuration of all drawings, specifications, and instructions required by the Contract / Purchase Order, as well as authorized changes, are used for manufacturing, inspecting, and testing, as applicable.
- 11.3. The Supplier shall also advise EPC Space of proposed changes to facility location, or ownership.

12. Non-conforming Material

- 12.1. Items which do not conform to the requirements of the Purchase Order, drawings, specifications, and industry standards referenced therein, or that cannot be corrected through continuation of the original manufacturing process or by authorized rework, shall not be submitted without prior written approval from EPC Space. The Supplier shall not disposition nonconforming material without agreement and approval from EPC Space.
- 12.2. All items rejected by EPC Space and subsequently resubmitted by the Supplier shall bear adequate indication of such resubmission of the items, or on the shipping document. Specific reference shall be made to EPC Space rejection report number and clear evidence given that corrective action has been taken to prevent recurrence of the original cause of rejection. In addition, the material should be identified as either "reworked/resubmitted" or "replaced/resubmitted."

Quality Clauses for Purchase Orders:**13. Limited Life Material**

- 13.1. All materials and items having characteristics susceptible to quality degradation or change with age or storage environment shall be marked clearly with the following:
- The date limited life was initiated,
 - The date limited life will expire, or recommended life span, and
 - Supplier's recommended life extension interval(s) per stated method, as applicable.
 - Optimum storage conditions if other than standard room conditions
- 13.2. On the supplier shipment date, the item must have 75% or greater shelf life remaining unless prior written approval has been obtained from EPC Space. (All lots must be segregated by individual material packaging and identified to maintain batch and/or lot number and cure date integrity.)

14. Right of Access

- 14.1. Representatives of EPC Space, its customers, Government, and/or regulatory agencies (if applicable) reserve the right to visit the supplier and any level of its supply chain with the intent of resolving delivery and quality issues, etc. This included access to any applicable documentation.
- 14.2. EPC Space reserves the right to inspect any, or all, materials, witness services, or verify system compliance at the Supplier's facility for the term of this Purchase Order. This may include test, inspection, and process validation activities.

15. Awareness

- 15.1. The supplier shall ensure that all persons who are involved in the fulfillment of the purchase order are aware of their contribution to the product or service being provided, contribution to product safety, and the importance of ethical behavior.

16. Communication

- 16.1. The seller shall report any issues which may impact the delivery of the products or services without delay to the purchaser or other appropriate representative of EPC Space.

17. First Article Inspection Report

- 17.1. Supplier to provide 100% first piece inspection/test data on all drawing and related specification characteristics, dimensions, functional parameters or notes on the first piece (or quantity as amended by the purchase order) of each new production lot to verify conformance to all technical requirements.
- 17.2. The AS9102 FAIR format is preferred but any supplier format that addresses the FAIR intent is acceptable. Any subsequent design changes must be supported by first piece data (Delta FAIR) on all affected characteristics on the next production lot.
- 17.3. For mechanical items, the first article line entries shall be numbered and correspond to numbered (ballooned) characteristics on the specification. A copy of the marked-up (ballooned) drawing shall accompany the first article and the first Article will be tagged or otherwise identified.

Quality Clauses for Purchase Orders:

18. **Supplier's Acceptance/Inspection Verification Test Data**

- 18.1. Items shipped against this order shall be accompanied by certified copies of test and inspection data showing actual results, compared to specification requirements, which verify product conformance. Where the product is serialized, the data must be by serial number.
- 18.2. The use of statistical techniques for product acceptance shall meet the requirements established in the purchase order or in test specification.

19. **EPC Space Source Inspection**

- 19.1. Items furnished as specified in this Purchase Order shall be verified for specification compliance by EPC Space at the Supplier's facility prior to shipment. The foregoing shall not, however, constitute acceptance by EPC Space or under this contract. Supplier shall notify the EPC Space Purchase Order Administrator a minimum of 72 hours prior to the necessary item verification.
- 19.2. EPC Space shall perform First Article Inspection at the Supplier's plant. Supplier shall notify the EPC Space Purchase Order Administrator a minimum of 72 hours prior to the planned performance of First Article Inspection. Such inspection shall not constitute acceptance of any items delivered hereunder nor relieve the Supplier of its obligation to furnish items meeting the applicable drawings and specifications.

20. **Approved Sub tier Suppliers**

- 20.1. Only approved external providers of products and services are to be used for this order.
- 20.2. No brokers are to be used as suppliers of any products or services for this order.

21. **Competence of Personnel**

- 21.1. Specific competencies or qualifications of personnel shall be evaluated by the supplier with respect to the requirements established on the purchase order or other specification. The supplier shall ensure that only personnel who meet these requirements perform work associated with the fulfillment of the purchase order.

22. **Electrostatic Discharge and Foreign Object Damage Control**

- 22.1. Supplier shall establish and maintain a written ESD control program that meets the intent of ANSI/ESD S20.20 for control of ESD during processing, handling, and packaging of parts.
- 22.2. Supplier shall ensure parts are protected from FOD during processing, handling, and packaging of parts.

Quality Clauses for Purchase Orders:

Revision History:

Revision	Change Description	DCR	Date	
A	Initial Release	1014	11/11/2016	
B	Update to add definition for specialty metals.	1047	5/10/2017	
C	Added order of precedence and additional quality clauses to align with requirements of AS9100D	1100	2/15/2018	
				Approved by:
D	Changed Logo and Company name throughout. Added associated documents & Definitions and Approved by column to revision history table.	1315	03/22/2021	C. Garofano
E	Changed missed company name references Removed minimal applicable clauses, to be referenced directly on PO.	1371	5/04/2022	H. Bornt
F	Added Clause 20.2 for clarity	1447	10/10/2022	H. Bornt
G	Removed DRC from definitions section Removed specific items to be flowed down to sub-tier suppliers in Clause 4.1 Added Clause 5.3 Added second sentence to Clause 11.1 Added Clause 11.2 Updated Clause 12.1 to specify "authorized" rework, and added requirement that supplier not disposition nonconforming material without agreement and approval from EPC Space Added Clause 22, including 22.1-22.2	1538	4/10/2023	H. Bornt