













## PROCUREMENT CLAUSES







Buyer Procurement Clauses are designed to communicate specific requirements in regards to shipments to Buyer locations. Standard Clauses shall apply to all Purchase Orders and Contracts without specific reference. Custom Clauses shall be referenced by number on Contracts and/or Purchase Orders, as applicable. Any deviation from the Contract or Purchase Order requirements shall be approved in writing from Buyer.

### Standard Clauses:

<b>100</b>	<p><b>Quality - General:</b></p> <ul style="list-style-type: none"> <li>• ISO 9000 - Seller shall meet all of the requirements of ISO 9001: 2008 or equivalent.</li> <li>• Sampling Plan – After process capability is known, supplier’s sampling plan shall meet or exceed the requirements of ANSI/ASQ Z1.4-2003. Sampling shall begin at general inspection level II, table II-A C=0. Tightened or reduced tables may only be used once process performance reflects it as appropriate; in addition, a documented plan shall be in place to monitor changes in process capability and adjust inspection tables according to ongoing performance data. Any deviations from this plan shall be approved in writing by BUYER quality management. Sampling results shall be documented.</li> <li>• Notification of Non-Conforming Material – The Seller shall be responsible to notify Buyer, in writing, of any delivered non-conforming material in a timely manner. Notification shall include a clear description of the nonconformity, which includes as necessary parts affected, customer and/or organization part numbers, quantity and date(s) delivered. The Seller shall obtain a written waiver prior to delivering any product that is known to be non-conforming or repaired prior to delivery to Buyer.</li> <li>• Latest Revision – Unless otherwise specified on the purchase order, the Seller shall supply product conforming to the latest industry revision or the latest revision of the on file print or specification.</li> <li>• Part substitution - Parts shall not be substituted unless written an authorized Buyer representative provides authorization. All certifications shall reflect the part number listed on the purchase order.</li> <li>• Requirement for the supplier to flow down to sub-tier suppliers - the applicable requirements in the purchasing documents, including, but not limited to, key characteristics, record retention, personnel qualifications shall be flowed down to sub-tier suppliers at all levels of the supply chain.</li> </ul>
<b>110</b>	<p><b>Packaging – Packing List:</b></p> <p>The following requirements shall be reflected on the Packing List, which shall be included with shipment.</p> <p>All documentation shall be legible/reproducible and include:</p> <ul style="list-style-type: none"> <li>• Seller’s name and address</li> <li>• Purchased Part Number</li> <li>• Manufacturer’s part number (If different from the Purchased Part Number)</li> <li>• Purchase Order Number</li> <li>• Date</li> <li>• Quantity</li> <li>• Lot Numbers</li> <li>• Serial numbers (When applicable)</li> <li>• Manufacturer’s name</li> <li>• Country of Origin</li> </ul> <p>NOTE: An individual packing list shall be created for each purchase order in the shipment.</p>

<b>111</b>	<p><b>Packaging – Domestic General:</b></p> <ul style="list-style-type: none"> <li>• Multiple parts and/or manufacturer lots shall be adequately segregated to prevent mixed parts or lots.</li> <li>• Multiple parts shall be adequately segregated or packaged to prevent "metal to metal" contact on finished surfaces.</li> <li>• Part(s) subject to corrosion <u>must be</u> packaged and preserved with rust inhibitors.</li> <li>• Metal banding shall not be used on shipments of finished parts. Vinyl or other non-metallic banding shall be used. It is permissible to use metal banding on shipments where non-metallic bandings are not strong enough to protect the shipment during transit; however, the banding may not be in direct contact with the finished part.</li> <li>• Documentation for Multiple parts or manufacturer lots shall be separated and placed with appropriate lot of material.</li> <li>• Parts shall be packaged to ensure that no damage occurs during the shipping process. – Note: The use of expanded polystyrene (Foam Peanuts) is prohibited.</li> <li>• Staples shall not be used to seal bags. Tape or other non-metallic methods shall be used to prevent the potential for FOD (Foreign object damage)</li> <li>• BUYER reserves the right to refuse any shipment that is damaged or does not comply with packaging requirements.</li> <li>• Marking media color shall contrast the label or container color.</li> <li>• Any life-limited or material requiring special handling shall be packaged and labeled in accordance with industry-accepted standards.</li> <li>• Any Electrostatic Discharge product shall be shipped in ESD packaging.</li> <li>• All kits shall have a list of kit components in each individual box.</li> <li>• Unless otherwise specified, individual boxes shall not exceed 40 lbs.</li> <li>• All o-rings shall be packaged 1 per unless otherwise specified.</li> </ul>
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<b>112</b>	<p><b>Packaging – Domestic Outer Bar-Coding:</b></p> <p>The following information shall be bar-coded on the outside of each package. If the supplier is not capable of bar-coding, they shall agree on a standard label type with BUYER.</p> <ul style="list-style-type: none"> <li>• Part Number</li> <li>• BUYER Purchase Order Number</li> <li>• Quantity</li> <li>• Mfr. Lot Number</li> <li>• Multiple box identification (Box 1 of 2, Box 2 of 2, etc.)</li> <li>• For multiple boxes, indicate which box contains packing slip/certification</li> <li>• Individual box weight in pounds shall be prominently displayed</li> </ul> <p style="text-align: center;">Sample Exterior Label:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">From: Supplier Name Address City, State, Zip</td> <td style="width: 50%;">To: <b>Gexpro Services</b> 9500 N. Royal Lane Ste. 130 Irving TX, 75063</td> </tr> <tr> <td>P.O. Number</td> <td style="text-align: right;">20032640 </td> </tr> <tr> <td>Line Item Number</td> <td style="text-align: right;">0001 </td> </tr> <tr> <td>Part Number</td> <td style="text-align: right;">MS51957-20 </td> </tr> <tr> <td>Quantity</td> <td style="text-align: right;">500 </td> </tr> </table> <div style="border: 2px solid black; background-color: #cccccc; padding: 5px; width: fit-content; margin: 10px auto; text-align: center;"> <p><b>Weight : 45 lbs.</b></p> </div> <p style="text-align: right; margin-top: 10px;">Box ___ of ___</p> </div>	From: Supplier Name Address City, State, Zip	To: <b>Gexpro Services</b> 9500 N. Royal Lane Ste. 130 Irving TX, 75063	P.O. Number	20032640 	Line Item Number	0001 	Part Number	MS51957-20 	Quantity	500 
From: Supplier Name Address City, State, Zip	To: <b>Gexpro Services</b> 9500 N. Royal Lane Ste. 130 Irving TX, 75063										
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Part Number	MS51957-20 										
Quantity	500 										

<p><b>112</b> <b>cont'd</b></p>	<p>Field Requirements:</p> <ul style="list-style-type: none"> <li>• Data shall be both human-readable and bar-coded, 3 of 9 symbology.</li> <li>• Minimum label size is 3" X 5"</li> <li>• All labels shall be placed on the side of the box to prevent damaging when opening.</li> <li>• Multiple box shipments shall each contain a copy of the documents or the box containing the documents shall be clearly marked.</li> </ul>
<p><b>113</b></p>	<p><b>Packaging – Domestic Individual Bar-Coding:</b></p> <p>Each individual unit package shall include the following information: Mfg. Lot Number required for Aerospace product only unless otherwise agreed upon with Buyer.</p> <ul style="list-style-type: none"> <li>• Part Number</li> <li>• Mfr. Lot Number</li> <li>• Purchase Order Number</li> <li>• Quantity</li> <li>• Manufacturer</li> <li>• Supplier</li> </ul> <div data-bbox="581 793 1182 1318" style="border: 1px solid black; padding: 10px; margin: 20px auto; width: fit-content;"> <p>From: Supplier Name Address City, State, Zip</p> <p>P.O. Number      20032640 </p> <p>Part Number      MS51957-20 </p> <p>Part Description      BOLT </p> <p>Mfr. Lot Number      12345 </p> <p>Manufacturer      PRECISION WASHER </p> <p>Qty.      500 </p> </div> <p>Field Requirements</p> <ul style="list-style-type: none"> <li>• Data shall be both human-readable and bar-coded, 3 of 9 symbology.</li> </ul>
<p><b>114</b></p>	<p><b>Packaging – Pallet Receipts:</b></p> <p>Each pallet shall be identified with the following</p> <ul style="list-style-type: none"> <li>• Packing slip shall be contained inside of the shrink wrap</li> <li>• Multiple pallet identification on outside of shrink wrap (Pallet 1 of 2, Pallet 2 of 2, etc.)</li> <li>• All pallets shall be in good condition</li> <li>• All pallets shall be two-way accessible</li> <li>• For multiple pallets, indicate which box contains packing slip/certification</li> <li>• Individual boxes shall not exceed 40 lbs.</li> <li>• Metal banding shall not be used on shipments of finished parts. Vinyl or other non-metallic banding shall be used. It is permissible to use metal banding on shipments where non-metallic bandings are not strong enough to protect the shipment during transit; however, the banding may not be in direct contact with the finished part.</li> </ul>

**Packaging – Import General:**

- All documents for international shipments shall be processed using the express or seaway bill of lading method. Please contact the Expeditors Int'l office of origin.
- The original commercial shipping documents for international shipments shall be sent to:

Attn: Gexpro Services Freight Forwarder  
 Expeditors International- Louisville, KY  
 Account Manager  
 4800 Crittenden Drive.  
 Louisville, KY 40209

- Commercial shipping documents are:
  - Original Bill of Lading
  - Commercial Invoice
  - Packing List
- Expeditor represents BUYER on import matters. To attain any answers to questions regarding paragraphs 1, 2, and 3 of this section, please contact:

Name: Expeditors International  
 Contact: Frank S.H. Yoh, Regional Account Manager  
 Tel: 011+82+ 2+ 3475+ 5700  
 e-mail: [frank.yoh@expeditors.com](mailto:frank.yoh@expeditors.com)

- Multiple shipments containing the same part number, P.O. number, P.O. item number shall comply with the following:
  - Shall be marked and should be strapped/banded or shrink-wrapped together on one skid or pallet.
  - The packing list shall be placed in a waterproof envelope inside the upper left most container of the skid and marked "Documents enclosed" on the outside face of the container.
  - An additional copy of the packing list & certs shall be enclosed in an envelope and attached to the top of the skid or pallet.
  - When banded/strapped or shrink-wrapped multiple containers are shipped, the packing list shall be accessible without unbanding the shipment.
  - Any pallet of material weighing over 200 lbs., shall be banded with steel bands to prevent damaged shipments.
  - Any partially released item or scheduled release shall be documented on the packing list with accompanying certifications.
  - The bill of lading should be annotated "separation of banded or wrapped skids during transit is not allowed."
  - The outside of the container/shipment should be marked in bold letters "Do not separate this shipment."
  - Individual box weight in pounds shall be prominently displayed
- Solid wood packing materials (SWPM) used in shipments (pallets, boxes, dunnage, etc.) shall be completely free of bark and apparently free from live plant pests. Also, in accordance with the implementation of international standard for phytosanitary measures publication no. 15 (ISPM 15) in North American plant protection organization (NAPPO) shall comply with the ISPM 15 regulations even if that particular shipment is not being exported or imported. This includes the following:
  - Companies using pallets or containers constructed in whole or in part from any type of SWPM shall use wood packing material that has been heat treated to attain a minimum core temperature of 133 degrees Fahrenheit (56 degrees centigrade) for at least 30 minutes.

<p><b>115 cont'd</b></p>	<ul style="list-style-type: none"> <li>• The pallet or container shall be marked with an approved “HT” stamp in accordance with the official program developed and overseen by the national plant protection organization (NPPO) in the country of export.</li> <li>• Wood container lids shall be attached using Phillips head screws in the place of nails to facilitate the opening and closing of the container.</li> <li>• Metal banding shall not be used on shipments of finished parts. Vinyl or other non-metallic banding shall be used. It is permissible to use metal banding on shipments where non-metallic bandings are not strong enough to protect the shipment during transit; however, the banding may not be in direct contact with the finished part.</li> <li>• Multiple parts shall be adequately segregated or packaged to prevent metal to metal contact on finished surfaces</li> <li>• Part(s) subject to corrosion <u>must be</u> packaged and preserved with rust inhibitors.</li> <li>• All material with cleanliness or contamination requirements on the drawing shall be adequately packaged to protect the part until point of use.</li> </ul>
<p><b>150</b></p>	<p><b>Miscellaneous – Cancelled PO:</b></p> <p>Notify Buyer of any potential cancellation fees upon purchase order confirming.</p>

**Custom Clauses:**

<p><b>200</b></p>	<p><b>Quality – Approved Processors:</b></p> <p>Supplier shall only use processors designated by purchase order, end user requirements, or specification.</p>
<p><b>201</b></p>	<p><b>Quality – Source Inspection:</b></p> <p>Government source inspection is required prior to shipment from supplier facility. Upon receipt of this order, promptly notify the local government and/or customer representative to plan for and schedule source inspection.</p>
<p><b>202</b></p>	<p><b>Quality – RoHS:</b></p> <p>Due to legislation by the European Union, any material supplied against a Gexpro Services PO is required to be complaint to RoHS Directive 2002/95/EC as issued January 27, 2003 and amended July 2008, unless authorized in writing by a Gexpro Services QA Representative. Compliance to RoHS Directive 2002/95/EC is defined by legislation by the European Union as parts, provided through either import or distribution channels, that do not exceed the threshold of Maximum Concentration Value (MCV) of the following restricted substances in products and raw materials in manufacturing processes: 0.01% MCV of Cadmium; and 0.1% MCV of Lead (Pb), Mercury (Hg), Hexavalent Chromium, Polybrominated biphenyl (PBB) flame retardant, Polybrominated diphenyl ether (PBDE) flame retardant, and Decabromodiphenyl Ether (DecaBDE).</p> <p>Further information is available at the following link:  <a href="http://www.pb-free.info/">http://www.pb-free.info/</a></p>

**Quality – FAR/DFARS:**

This order is issued under a United States Government Department of Defense prime contract or subcontract, and the regulations of the identified clauses set forth below in the Federal Acquisition Regulations (FAR) or DOD FAR Supplement (DFARS) in effect on the date of this order are incorporated herein by reference. It is understood that as used therein, the terms "Government" and "Contracting Officer" shall be deemed to mean buyer, "Contractor" seller, and "Contract" this purchase order or subcontract.

- 1) 52.203-3 Gratuities
- 2) 52.203-6 Restriction on Subcontractor Sales to the Government.
- 3) 52.203-7 Anti-Kickback Procedures.
- 4) 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.
- 5) 52.203-12 Limitation of Payments to Influence Certain Federal Transactions.
- 6) 52.204-2 Security Requirements.
- 7) 52.209-5 Certification Regarding Responsibility Matters.
- 8) 52.211-5 Material Requirements.
- 9) 52.211-15 Defense Priority and Allocation Requirements.
- 10) 52.214-26 Audit and Records-Sealed Bidding.
- 11) 52.214-27 Price Reduction for Defective Cost of Pricing Data-Modification-Sealed Bidding.
- 12) 52.214-28 Subcontractor Cost or Pricing Data-Modifications-Sealed Bidding.
- 13) 52.215-2 Audit and Records-Negotiation.
- 14) 52.215-10 Price Reduction for Defective Cost or Pricing Data.
- 15) 52.215-11 Price Reduction for Defective Cost or Pricing Data-Modifications.
- 16) 52.215-12 Subcontractor Cost or Pricing Data.
- 17) 52.215-13 Subcontractor Cost or Pricing Data - Modifications.
- 18) 52.215-14 Integrity of Unit Prices.
- 19) 52.215-15 Pension Adjustments and Asset Reversions.
- 20) 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions.
- 21) 52.215-19 Notification of Ownership Changes
- 22) 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications.
- 23) 52.216-5 Price Redetermination Prospective.
- 24) 52.216-16 Incentive Price Revision - Firm Target.
- 25) 52.216-17 Incentive Price Revision - Successive Targets.
- 26) 52.219-8 Utilization of Small Business Concerns.
- 27) 52.219-9 Small Business Subcontracting Plan (Deviation)
- 28) 52.222-1 Notice to Government of Labor Disputes.
- 29) 52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation.
- 30) 52.222-6 Davis Bacon Act.
- 31) 52.222-7 Withholding of Funds.
- 32) 52.222-8 Payrolls and Basic Records.
- 33) 52.222-9 Apprentices and Trainees.
- 34) 52.222-10 Compliance with Copeland Act Requirement.
- 35) 52.222-11 Subcontracts (Labor Standards).
- 36) 52.222-12 Contract Termination-Debarment.
- 37) 52.222-13 Compliance with Davis Bacon and Related Regulation Act.
- 38) 52.222-14 Disputes Concerning Labor Standards.
- 39) 52.222-15 Certification of Eligibility.
- 40) 52.222-16 Approval of Wage Rates.
- 41) 52.222-20 Walsh Healy Public Contracts Act.
- 42) 52.222-21 Prohibition of Segregated Facilities
- 43) 52.222-26 Equal Opportunity.
- 44) 52.222-35 Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.
- 45) 52.222-36 Affirmative Action for Workers with Disabilities.
- 46) 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.
- 47) 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees

203  
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- 48) 52.222-41 Service Contract Act of 1965, as amended.
- 49) 52.222-50 -- Combating Trafficking in Persons
- 50) 52.223-1 Biobased Product Certification
- 51) 52.223-2 Affirmative Procurement of Biobased Products Under Service And Construction Contracts
- 52) 52.223-3 Hazardous Material Identification and Material Safety Data.
- 53) 52.223-7 Notice of Radioactive Material.
- 54) 52.224-2 Privacy Act.
- 55) 52.225-1 Buy American Act—Supplies.
- 56) 52.225-5 Trade Agreements
- 57) 52.225-8 Duty Free Entry.
- 58) 52.225-13 Restrictions on Certain Foreign Purchases.
- 59) 52.227-1 Authorization and Consent
- 60) 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement.
- 61) 52.227-9 Refund of Royalties.
- 62) 52.227-10 Filing of Patent Applications - Classified Subject Matter.
- 63) 52.227-11 Patent Rights-Retention by the Contractor (Short Form).
- 64) 52.227-12 [Reserved] (Was Patent Rights-Retention by the Contractor (Long Form)
- 65) 52.227-13 Patent Rights-Acquisition by the Government.
- 66) 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- 67) 52.228-4 Worker's Compensation and War-Hazard Insurance Overseas.
- 68) 52.228-5 Insurance-Work on a Government Installation.
- 69) 52.230-2 Cost Accounting Standards.
- 70) 52.230-3 Disclosure and Consistency of Cost Accounting Practices.
- 71) 52.230-6 Administration of Cost Accounting Standards.
- 72) 52.233-1 – Disputes
- 73) 52.233-3 -- Protest After Award
- 74) 52.242-15 Stop Work Order.
- 75) 52.244-2 Subcontracts.
- 76) 52.244-6 Subcontracts for Commercial Items.
- 77) 52.245-1 Government Property
- 78) 52.245-2 Government Property Installation Operation Services
- 79) 52.245-17 [Reserved] (Was Special Tooling)
- 80) 52.245-18 [Reserved] (Was Special Test Equipment.)
- 81) 52.246-3 Inspection of Supplies-Cost-Reimbursement.
- 82) 52.246-5 Inspection of Services-Cost-Reimbursement.
- 83) 52-246-23 Limitation of Liability.
- 84) 52.246-24 Limitation of Liability - High Value Items.
- 85) 52.246-25 Limitation of Liability-Services.
- 86) 52.247-4016 Heat Treatment and Marking of Wood Packaging Materials
- 87) 52.247-63 Preference for U.S. - Flag Air Carriers.
- 88) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels.
- 89) 52.248-1 Value Engineering.
- 90) 52.248-3 Value Engineering-Construction.
- 91) 52.249-8 -- Default (Fixed-Price Supply and Service
- 92) 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense - Contract - Related Felonies.
- 93) 252.209-7000 [Reserved] (Was Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty)
- 94) 252.211-7000 Acquisition Streamlining
- 95) 252.211-7003 Item Identification and Valuation
- 96) 252.219-7003 Small Business Subcontracting Plan (DoD Contracts)
- 97) 252.223-7001 Hazard Warning Labels
- 98) 252.225-7001 Buy American Act and Balance of Payments Program
- 99) 252.225-7007 Prohibition on Acquisition of United States Munitions List Items from Communist Chinese Military Companies
- 100) 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 101) 252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate.
- 102) 252.225-7014 [Reserved] (Was Restriction of Specialty Metals Clause)

203  
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- 103) 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
- 104) 252.225-7021 Trade Agreements.
- 105) 252.225-7025 Restriction on Acquisition of Forgings.
- 106) 252.225-7026 Acquisition Restricted to Products or Services from Iraq or Afghanistan.
- 107) 252.225-7032 Waiver of United Kingdom Levies—Evaluation of Offers.
- 108) 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program
- 109) 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
- 110) 252.227-7013 Rights in Technical Data-Noncommercial Item.
- 111) 252.227-7015 Technical Data--Commercial Items
- 112) 252.227-7030 Technical Data-Withholding of Payment.
- 113) 252.227-7034 [Reserved] (Was Patents-Subcontracts.)
- 114) 252.227-7037 Validation of Restrictive Markings on Technical Data.
- 115) 252.235-7003 Frequency Authorization.
- 116) 252.239-7016 Telecommunications Security Equipment Devices, Techniques and Services.
- 117) 252.243-7001 Pricing of Contract Modifications
- 118) 252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
- 119) 252.246-7003 Notification of Potential Safety Issues
- 120) 252.247-7023 Transportation of Supplies by Sea.
- 121) 252.247-7024 Notification of Transportation of Supplies by Sea.
- 122) 252.249-7002 Notification of Anticipated Contract Termination or Reduction.

FAR SUBPART 22.4 Labor Standards for Contracts Involving Construction.

Seller agrees that all supplies and services herein ordered shall be manufactured or performed and furnished in accordance with all applicable requirements of the statutes referenced in this rider and they are hereby incorporated by reference all representations and stipulations required by said statutes and the regulations issued thereunder by the Secretary of Labor, whose applicable rulings and interpretations are binding on seller:

- (1) Davis Bacon Act (Act of March 3, 1931, as amended; 40 U.S. Code 276a).
- (2) Copeland Act (18 U.S. Code 276c: 48 USC 8 74: 40 USC 276c).
- (3) Walsh Healy Public Contracts Act (41 USC 34-45).
- (4) Service Contract Act (41 USC 351).
- (5) Contract Work Hours and Safety Standards Act (40 USC 376-333).

Acknowledgment of purchase orders/subcontracts issued as the result of a United States Government prime contract or subcontract shall be in accordance with the provisions of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700) governing rated orders. Failure to provide acknowledgment within the allotted time frame and in manner prescribed therein shall constitute acceptance of the order/subcontract and all terms and conditions set forth therein.

Further information is available at the following links:

FAR:

<http://farsite.hill.af.mil/vffar1.htm>

<http://www.acqnet.gov/far/>

DFARS:

<http://farsite.hill.af.mil/VDFAR1.HTM>

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

204	<p><b>Quality – Special Process Certs:</b></p> <p>Seller and any sub-tier contractor engaged in special processes (i.e./ x-ray, welding, NDT, heat treat, plating painting, cleaning, testing, etc.) shall submit a certificate of conformance for the process being performed with each shipment. Any additional data or objective quality evidence required by the process specification shall also be included.</p>
205	<p><b>Quality - Chemical Test Reports:</b></p> <p>A copy of the manufacturer’s chemical test report for each lot is required with shipment of material stating the full breakdown of chemical composition. These reports shall include the following information:</p> <ul style="list-style-type: none"> <li>• Signature and title of authorized quality personnel</li> <li>• Applicable specification and revision</li> <li>• Quality statement</li> </ul>
206	<p><b>Quality - Material Test Reports:</b></p> <p>A copy of the manufacturer’s material test report for each lot is required with shipment of material stating to which specification the material was made. These reports shall include the following information:</p> <ul style="list-style-type: none"> <li>• Signature and title of authorized quality personnel</li> <li>• Applicable specification and revision</li> <li>• Quality statement</li> <li>• Examples for BS EN10204: <ul style="list-style-type: none"> <li>• Type 2.1 Statement of compliance validated by the Manufacturer</li> <li>• Type 2.2 Statement of compliance with <u>non-specific</u> inspection (test report) results validated by the Manufacturer</li> <li>• Type 3.1 Statement of compliance with <u>specific</u> inspection (certificate 3.1) results validated by the Manufacturer’s authorized inspection representative independent of the manufacturing dept. Heat number on part and inspection certificate must match.</li> </ul> </li> </ul>
207	<p><b>Quality - Physical Test Reports:</b></p> <p>A copy of the manufacturer’s physical test report for each lot is required with shipment of material stating physical tests for threaded (hardness, tensile, shear, etc.) and non-threaded product (hardness, etc.). These reports shall include the following information:</p> <ul style="list-style-type: none"> <li>• Signature and title of authorized quality personnel</li> <li>• Applicable specification and revision</li> <li>• Quality statement</li> </ul>
208	<p><b>Quality – First Article Inspection (FAI):</b></p> <p>A first article in accordance with AS9102 including an entry for each blueprint/specification requirement shall be included with initial shipment of product and resubmitted under the following circumstances</p> <ul style="list-style-type: none"> <li>• Drawing has changed</li> <li>• There has been a significant change in manufacturing or testing process or processor, tooling, and/or equipment</li> <li>• A different manufacturer is utilized for any part or component of an assembled part</li> <li>• 2 years has lapsed since the initial FAI submission</li> </ul>

<p><b>208 cont'd</b></p>	<p>The following information is required on all FAI package:</p> <ul style="list-style-type: none"> <li>• Supplier name</li> <li>• Part Number</li> <li>• Applicable Revision</li> <li>• Date</li> <li>• Inspector Name or Stamp</li> <li>• Applicable Blueprint Zones</li> <li>• All Blueprint characteristics and notes with corresponding results</li> </ul>
<p><b>209</b></p>	<p><b>Quality – Airworthiness Certificate:</b></p> <p>An Airworthiness 8130-3 or JAA1 form shall be included with shipment, signed by an authorized representative</p>
<p><b>210</b></p>	<p><b>Quality – Limited Life Material:</b></p> <ul style="list-style-type: none"> <li>• Shelf life, cure date, date of manufacture, and expiration date is required for all limited life materials, and shall be recorded on the Certificate of Conformance. Limited life materials shall have a minimum of 80% shelf life remaining unless otherwise approved in writing by BUYER.</li> <li>• Rubber test reports shall be included with shipment when applicable. Test Reports shall show actual durometer values as observed in testing</li> </ul>
<p><b>211</b></p>	<p><b>Quality – Certificate of Origin:</b></p> <p>The following requirements shall be reflected on the Certificate of Origin, which shall be included with shipment.</p> <ul style="list-style-type: none"> <li>• Exporter details - The name, address and business number of the Exporter (and the Producer or Manufacture if different from the Exporter.)</li> <li>• First Shipment details: <ul style="list-style-type: none"> <li>• Consignee name and address <ul style="list-style-type: none"> <li>• Sufficient details to identify the consignment, such as invoice number and date and Air Way Bill, Sea Way Bill or Bill of Lading.</li> <li>• Export Permit/Declaration</li> <li>• Port of Discharge</li> </ul> </li> </ul> </li> <li>• Full Description of the Goods: <ul style="list-style-type: none"> <li>• Detailed description of the goods, including the relevant code under the Harmonized Commodity Description and Coding System, and if applicable, product number and brand name.</li> <li>• Exporter Declaration:</li> <li>• Declaration completed by a competent representative of the Exporter that the details provided above are true and correct, signed and dated by that representative and annotated with the representative's name and designation. <ul style="list-style-type: none"> <li>• Certification By Authorized Body - Certification completed by a competent representative of the authorized body that, based on evidence provided by the producer or manufacturer, the goods specified in the Certificate of Origin originated in the exporting Party and comply with the rules of origin, and specified in the Certificate of Origin. The Certificate of Origin shall be signed and dated by the competent representative and annotated with the representative's name and designation.</li> <li>• Certificate Number - A unique number assigned to the Certificate of Origin by the authorized body.</li> </ul> </li> </ul> </li> </ul>

212	<p><b>Quality – Production Part Approval Process (PPAP):</b></p> <p>The following requirements shall be reflected on the PPAP, which shall be included with shipment.</p> <ul style="list-style-type: none"> <li>• Design Records of Saleable Product</li> <li>• Engineering Change Documents</li> <li>• Customer Engineering approval, if required</li> <li>• Design FMEA</li> <li>• Process Flow Diagrams</li> <li>• Process FMEA</li> <li>• Dimensional Results</li> <li>• Material, Performance Test Results</li> <li>• Initial Process Study</li> <li>• Measurements System Analysis Studies</li> <li>• Qualified Laboratory Documentation</li> <li>• Control Plan</li> <li>• Part Submission Warrant (PSW)</li> <li>• Appearance Approval Report, (AAR) if applicable</li> <li>• Bulk Material Requirements Checklist (for bulk material PPAP only)</li> <li>• Sample Product</li> <li>• Master Sample</li> <li>• Checking Aids</li> <li>• Records of Compliance with Customer-Specific Requirements.</li> </ul>
220	<p><b>Documentation – Distributor C of C:</b></p> <p>The following requirements shall be reflected on the Distributor CofC, which shall be included with shipment.</p> <p>All C of C documentation shall be legible/reproducible and include:</p> <ul style="list-style-type: none"> <li>• Seller's name and address</li> <li>• Purchased Part Number</li> <li>• Manufacturer's part number (If different from the Purchased Part Number)</li> <li>• Purchase Order Number</li> <li>• Date</li> <li>• Quantity</li> <li>• Statement of conformity</li> <li>• Signature of authorized authority</li> <li>• Lot Number</li> <li>• Serial numbers (When applicable)</li> <li>• Manufacturer's name</li> <li>• Country of Origin</li> </ul>
221	<p><b>Documentation – Manufacturer C of C:</b></p> <p>The following requirements shall be reflected on the Manufacturer CofC, which shall be included with shipment.</p> <p>All C of C documentation shall be legible/reproducible and include:</p> <ul style="list-style-type: none"> <li>• Seller's name and address</li> <li>• Purchased Part Number</li> <li>• Manufacturer's part number (If different from the Purchased Part Number)</li> <li>• Purchase Order Number</li> <li>• Date</li> <li>• Quantity</li> <li>• Statement of conformity</li> <li>• Signature of authorized authority</li> <li>• Lot and serial numbers (When applicable)</li> <li>• Manufacturer's name</li> <li>• Country of Origin – In the case of kits where individual kit components were made in different countries, the country of manufacture shall be shown for each separate part number.</li> </ul> <p>Note: Traceability shall be established and documentation included for each change in custody back to the original manufacturer.</p>

222	<p><b>Packaging -Custom Packaging per SAE ARP5316</b></p> <p>Custom Packaging per SAE ARP5316, current revision -Storage of Elastomer Seals and Seal Assemblies, which include Elastomer Elements prior to Hardware Assembly All product must be packaged, handled, and/or processed per SAE ARP5316</p>
223	<p><b>Traceability of Government Contract Number</b></p> <p>MFG C of C requirement waived by customer in lieu of maintaining trace ability to the contract number or document number under which the government purchased the product.</p>
224	<p><b>Quality - Type A Qualification Documentation:</b></p> <p>The following requirements shall be included with the shipment.</p> <ul style="list-style-type: none"> <li>• Sample size as indicated on PO</li> <li>• Characteristic Accountability &amp; Verification (CAV) or First Article Inspection (FAI); Details to include Supplier name, part number, drawing revision, date, inspector name or stamp, applicable blueprint zones and characteristics, with corresponding results and CTQ data.</li> <li>• Control Plan, (MPP/PQP)</li> <li>• Special Process Certs: Seller and any sub-tier contractor engaged in special processes (i.e./ x-ray, welding, NDT, heat treat, plating painting, cleaning, testing, etc.) shall submit a certificate of conformance for the process being performed with each shipment. Any additional data or objective quality evidence required by the process specification shall also be included.</li> <li>• Chemical Test Reports: A copy of the manufacturer's chemical test report for each lot is required with shipment of material stating the full breakdown of chemical composition. These reports shall include the following information: Signature and title of authorized quality personnel, applicable specification and revision, quality statement.</li> <li>• Material Test Reports: A copy of the manufacturer's material test report for each lot is required with shipment of material stating to which specification the material was made. These reports shall include the following information: Signature and title of authorized quality personnel, applicable specification and revision, quality statement</li> <li>• Physical Test Reports: A copy of the manufacturer's physical test report for each lot is required with shipment of material stating physical tests for threaded (hardness, tensile, shear, etc.) and non-threaded product (hardness, etc.). These reports shall include the following information: Signature and title of authorized quality personnel, applicable specification and revision, quality statement</li> </ul>
225	<p><b>Quality - Type B Qualification Documentation:</b></p> <p>The following requirements shall be included with the shipment.</p> <ul style="list-style-type: none"> <li>• Sample size as indicated on PO</li> <li>• Characteristic Accountability &amp; Verification (CAV) OR First Article Inspection (FAI); Details to include Supplier name, part number, drawing revision, date, inspector name or stamp, applicable blueprint zones and characteristics, with corresponding results and CTQ data.</li> <li>• Control Plan, (MPP/PQP)</li> <li>• Special Process Certs: Seller and any sub-tier contractor engaged in special processes (i.e./ x-ray, welding, NDT, heat treat, plating painting, cleaning, testing, etc.) shall submit a certificate of conformance for the process being performed with each shipment. Any additional data or objective quality evidence required by the process specification shall also be included.</li> <li>• Chemical Test Reports: A copy of the manufacturer's chemical test report for each lot is required with shipment of material stating the full breakdown of chemical composition. These reports shall include the following information: Signature and title of authorized quality personnel, applicable specification and revision, quality statement.</li> <li>• Material Test Reports: A copy of the manufacturer's material test report for each lot is required with shipment of material stating to which specification the material was made. These reports shall include the following information: Signature and title of authorized quality personnel, Applicable specification and revision, Quality statement</li> </ul>

225 cont'd	<ul style="list-style-type: none"> <li>Physical Test Reports: A copy of the manufacturer's physical test report for each lot is required with shipment of material stating physical tests for threaded (hardness, tensile, shear, etc.) and non-threaded product (hardness, etc.). These reports shall include the following information: Signature and title of authorized quality personnel, applicable specification and revision, quality statement</li> </ul>
226	<p><b>Quality - Type C Qualification Documentation:</b></p> <p>The following requirements shall be included with the shipment.</p> <ul style="list-style-type: none"> <li>For a Distributor: C of C</li> <li>For a Manufacturer: Characteristic Accountability &amp; Verification (CAV) OR First Article Inspection (FAI); Details to include Supplier name, part number, drawing revision, date, inspector name or stamp, applicable blueprint zones and characteristics, with corresponding results.</li> </ul>
227	<p><b>Quality - Pressure Equipment Directive (PED):</b></p> <p>The component/assembly must meet the requirements of the European Community Pressure Equipment Directive (97/23/EC). The Pressure Equipment Directive (PED) requirements will vary depending on the Category Classification. PED Classification is determined based on the component/assembly rated design condition. It is the responsibility of the manufacturer to comply with the requirements of the PED, which may include, but not limited to, maintaining technical files, proper marking (when applicable), and approval from notified body (when applicable).</p> <p>Examples for BS EN10204:</p> <ul style="list-style-type: none"> <li>Type 2.1 Statement of compliance validated by the Manufacturer</li> <li>Type 2.2 Statement of compliance with <u>non-specific</u> inspection (test report) results validated by the Manufacturer</li> <li>Type 3.1 Statement of compliance with <u>specific</u> inspection (certificate 3.1) results validated by the Manufacturer's authorized inspection representative independent of the manufacturing dept. Heat number on part and inspection certificate must match.</li> </ul>
228	<p><b>DPAS (Defense Priorities and Allocation Systems) DOA1:</b></p> <p>The Purchase Order must meet the requirements of DPAS rated DOA1. (San Antonio will control the sale of all KAC items to comply with DPAS DOA1)</p> <ul style="list-style-type: none"> <li>Under Title I of the DPA, the President is authorized to require preferential acceptance and performance of contracts or orders (other than contracts of employment) supporting <u>certain approved national defense and energy programs</u>, and to allocate materials, services, and facilities in such a manner as to promote these approved programs.</li> <li>The DPA's definition of "national defense" includes programs for military and energy production or construction, military assistance to any foreign nation, stockpiling, space, and any directly related activity. The definition has also been amended to include emergency preparedness activities conducted pursuant to Title VI of The Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5195, <u>et seq.</u>) and critical infrastructure protection and restoration.</li> </ul>
229	<p><b>Protection of Stratospheric Ozone</b></p> <p>Seller warrants that all of the supplies furnished hereunder have been completely and accurately labeled pursuant to the requirements of 40CFR Part 82, 'Protection of Stratospheric Ozone', or that such supplies do not require such labeling.</p> <p><a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&amp;sid=3fea931633d37be40f77705183c3700c&amp;rgn=div5&amp;view=text&amp;node=40:17.0.1.1.2&amp;idno=40#40:17.0.1.1.2.1.1.1">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&amp;sid=3fea931633d37be40f77705183c3700c&amp;rgn=div5&amp;view=text&amp;node=40:17.0.1.1.2&amp;idno=40#40:17.0.1.1.2.1.1.1</a></p>