



**BG E & C, Inc.** / DBA & Assumed Name BG Electronics Company

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## Quality Clauses, Other Requirements & Notices

**Revision Date 2017/05/08**

### **Q-1. Certificate of Compliance / Conformance.**

A Certificate of Compliance / Conformance is required for each item specified on the Purchase Order. The certificate must stipulate the items furnished meets the requirements of the part number specified. The Certificate must list the manufacturer, date code and cage code of product supplied.

### **Q-2 Manufacturer's Certificate of Compliance / Conformance.**

A manufacturer's Certificate of Compliance / Conformance is required with product supplied. The date code on the manufacturer's certificate must match the date code on the product supplied.

### **Q-3. Single Date / Lot Code Required.**

Parts supplied shall be from a Single Lot Date code.

### **Q-4. Segregated Multiple Date / Lot Code Required.**

If more than one date code is supplied of any single item, the date codes must be segregated for that item. No commingling of date codes.

### **Q-5. Latest Revision - OPL-ed Products.**

All product supplied must be of the latest Revision as of the date supplier ships product. If product is a Military Qualified Product it must be on the latest Government "QPL" (Qualified Products List) and be to the latest Military revision as of the ship date. If the product is a commercial item it must be supplied to the manufacturer's latest Revision as of the ship date. Q-5 incorporates Q-19.

### **Q-6. Retention of Documents, Storage & Disposition.**

Supplier must retain all documents traceable to the purchase order. This is to include Certificates of Compliance / Conformance, traceability and test data (test data if applicable). Supplier to retained / maintained all documents for a length of 10 years from shipment date. At any point in time documents must be able to be provided within 1 week of requesting copies. All documents must be protected from Humidity, Heat and from all deteriorating conditions. At the end of 10 years retention supplier may continue to retain documents or thoroughly destroy documents. If and when destruction is to take place, the destruction must be complete and cause the documents to be totally unusable, unreadable and unrecoverable. They can NOT be simply thrown away.

### **Q-7 Franchised or Authorized Distributor.**

Supplier must be a Franchised and or Authorized dealer of the Original Equipment Manufacturer (OEM) or be the OEM.

### **Q-8 Right of Access.**

Right of access is reserved by BG E & C, Inc. (BG Electronics Co.), our customers, regulatory authorities to all facilities involved in this order and to all applicable records.

### **Q-9 ITAR (International Traffic Arms In Regulations)**

Seller is required to inform buyer by emailing AND then personally contacting Buyer to DISCLOSE if any item-s on this Purchase Order are International Traffic In Arms Regulated.

### **Q-10 Flow Down.**

Suppliers and any suppliers sub-contractors will flow down all Purchase Order Requirements and be in compliance with all FAR and DFAR Regulations. For specifics, contact your Buyer.

### **Q-11 Mercury Exclusion.**

Supplies furnished under this purchase order may be used on US Navy Submarines and therefore shall not be contaminated by mercury or mercury compounds, nor shall they contain functional mercury. If mercury is used in the processing of the supplied material, it shall be separated from the material by a minimum of two barriers. Suppliers shall include a certification of conformance to the above requirement, indicating that the material supplied is mercury free, with each shipment of material on this order.

**Q-12 Tin Exclusion.**

No Pure Tin, Bismuth or SAC Alloyed Materials Allowed.

**Q-13 Conflict Metals / Minerals**

By accepting this Order Seller certifies, represents and warrants that the products and components provided to buyer do not contain "Conflict Metals", defined as gold, tantalum, tin and tungsten derived from ores which have been mined in the Democratic Republic of the Congo, adjoining or other countries as applicable. Additionally, it is required that you and all your suppliers only source from Conflict free smelters reported to be compliant on the CFSI website - <http://www.conflictreesourcing.org/active-smelters-refiners/> . It is required you fill out "Conflict Metals Reporting Template" that can be downloaded from the following Website <http://www.conflictreesourcing.org/> and return to us.

**Q-14 Specialty Metals, Preference For Domestic, 252.225-7014.**

As of the date of Purchase Order, current "**Government Preference For Domestic Specialty Metals**" applies along with all sub-parts.

**Q-15 RoHS Compliance (Restriction of Hazardous Substances)**

Items purchased **MUST BE** RoHS compliant. Supplier is required to notify BG Electronics if unable to comply. For any violations, BG Electronics reserves all legal rights under the law, including but not limited to claims for all consequential damages as a result of supplier supplying Non-RoHS compliant product.

**Q-16 Exception to RoHS Compliance (Restriction of Hazardous Substances)**

Items purchased **MUST NOT** be RoHS compliant. Supplier is required to notify BG Electronics if unable to comply. For any violations, BG Electronics reserves all legal rights under the law, including but not limited to claims for all consequential damages as a result of supplier supplying RoHS compliant product.

**Q-17 Non-Taxes Purchase.**

This purchase is NON-TAXABLE. If Tax Certificate is needed, request Buyer to provide.

**Q-18 Taxable Purchase.**

This purchase is TAXABLE only if you have a Texas Taxing Permit.

**Q-19 Date Code of Products**

All products shall NOT be Date/Lot Coded more than 12 months form Ship Date without prior authorization. Q-19 incorporates Q-5.

**Q-20 Shelf Life of Products.**

If products being purchased have an expiration period then the Shelf Life of delivered products must have a minimum of 80% shelf life remaining or 12 months upon receipt and expiration date clearly identified.

**Q-21 Packaging - Fragile, Electro-Static Devices, Military Part Numbers.**

Standard commercial packaging is acceptable in most cases. In the case of fragile products, packaging must be adequate to protect products from damage while in transit and a "**FRAGILE**" notice must displayed on outer most containers packaging and on all inner containers. If products being supplied are Electro-static Sensitive Devices they must be packaged in Electro-Static packaging and a notice that Electro-Static Sensitive Devices are enclosed must be displayed on outer most container and all inner containers. If product is a Military part number the governing Military Packaging Specifications will also apply to the overall packaging requirements.

**Q-22 First Article Inspection, Generic Manufacturer's.**

First Article Inspection to Manufacturer's standard First Article standards is required. All results must be documented and provided with delivery of product.

**Q-23 First Article Inspection, AS9102 (Current Revision)**

First Article Inspection to Current (Date of Inspection) Revision of AS9102 is required. All results must be documented and provided with delivery of product.

**Q-24 NAFTA (North American Free Trade Agreement) Certificate.**

Supplier to provide a "NAFTA" Certificate for each item shipped.

**Q-25 Counterfeit Prevention / Incorrect Product Supplied**

Supplier shall ensure that the materials / products being purchased conform to the Purchase Order requirements. All materials / products identified on the purchase order are required to be Genuine / authentic, and to be manufactured by the Original Equipment Manufacturer (OEM) or Original Component Manufacturer (OCM) and processed in accordance with the OEM/OCM full production test flow for that P/N.

All distributors shall be Authorized / Franchised distributors of the OEM / OCM and be under contractual agreement with the manufacturer to sell / distribute the OEM / OCM product lines.

Suppliers must have a system of control to prevent any potential purchase / supply of Counterfeit material / product from being introduced into the supply chain.

Unapproved material product, such as, Used, Refurbished or Reclaimed shall not be supplied against this Purchase Order.

If supplier supplies a product and holds it out to be a particular product but subsequently it is found not to be that particular product the supplier will allow for full return of the product with a no cost replacement. The supplier will pay all associated cost to extract and replace with correct product.

**Q-26 REACH**

European Union (EU) "REACH" (Registration, Evaluation, Authorization & Restriction of Chemicals) applies.

**Q-27 CHANGE IN PRODUCT AND OR PROCESS DEFINITION**

BG Electronics is to be notified, if at any time after purchase order is placed, there are changes in product and / or process definition, changes of suppliers, changes of manufacturing facility location, new tooling and or equipment or relocation of equipment within plant used in the manufacture of products. Supplier must obtain BG Electronics approval if any of the above occur, first article **may** be required.

**Q-28 FOD – (Foreign Object Debris)**

Supplier shall have a FOD prevention program in place.

**Q-29 Notification Of Nonconforming Material**

Supplier must obtain disposition approval of Nonconforming Material and is prohibited from shipping Nonconforming Material without written Approval / Authorization via a Wavier Number issued by BG Electronics.

**Revision History:**

**2017-04-26,**

Revised to Simply update document number from "0002" to "840-02". No other changes.

**2017-05-08,**

Q-6, Modified, Updated-Added-wording

Q-10 Modified, Updated-Added-wording "all Purchase Order Requirements".

Q-25 Modified, Updated-Added-wording Added new paragraph.

Q-28, Added.

Q-29, Added.