



## CMI PURCHASE ORDER QUALITY CLAUSES

Rev M

**NOTE: A HARD COPY OF THIS DOCUMENT MAY NOT REPRESENT THE LATEST VERSION. THE CURRENT REVISION MUST BE VERIFIED ON CMI PURCHASE ORDER OR BY GOING TO [http://www.custommicrowave.com/CMI\\_QC.pdf](http://www.custommicrowave.com/CMI_QC.pdf)**

**If this form is referenced on the Purchase Order, the following standard Quality Clauses are incorporated by reference in full: QC05, QC10, QC11, QC12, QC13, QC18, QC20, QC21, QC22, QC24, QC25, QC26, QC27**

**All other quality clauses are incorporated by reference in full if specified in the text of the Purchase Order.**

**QC06 applies to all orders for calibration services.**

**QC01: Material Certification.** Material, including hardware, shall be supplied with certifications containing as a minimum purchase order number, lot/batch/part number and compliance with applicable specification(s) and/or standard(s). The supplier shall review their supplier certification(s) for accuracy and compliance to the specifications and/or standards.

**QC02: Material Certification with Chemical & Physical Data.** Material, including hardware, shall be supplied with certifications containing purchase order number, lot/batch/part number, actual chemical and physical data and compliance with the applicable specification(s) and/or standard(s). The supplier shall review their supplier certification(s) for accuracy and compliance to the specifications and/or standards.

**QC03: Specialty Metals.** Certification must state the materials supplied meet the requirements of DFAR 252-225-7014 Alt. 1.

**QC04: Age-Sensitive Material.** Each individual container must be marked with the material's useful shelf life and the date of manufacture or the date of expiration. A minimum of 75% of the product's shelf life must be remaining upon receipt at CMI. Certification must contain as a minimum purchase order number, lot/batch/part number, Manufacturer's name and compliance with the applicable specification(s) and/or standard(s). The supplier shall review their supplier certification(s) for accuracy and compliance to the specifications and/or standards.

**QC05: Chemicals Safety Data Sheet (SDS).** Supplier shall provide a reproducible copy of the SDS with each shipment of any chemical, and for all hazardous or regulated materials. All hazardous materials shall be packaged and shipped in accordance with the Code of Federal Regulations (CFR) 49. In the case of certain hazardous or regulated materials, the detail specification shall take precedence over, or in concurrence with, this requirement.

**QC06: Calibration.** Calibration shall be performed in accordance with ANSI/NCCL Z540.3, ISO 10012, ISO 17025, or other standards as applicable and shall be traceable to NIST. Calibration certificates shall include purchase order number, CMI equipment number, applicable specification(s) and standard(s) to which calibration is performed. The supplier shall review all their supplier certification(s) for accuracy and compliance to the specifications and/or standards. The supplier shall not attach any calibration tag or sticker to any item that is provided to the Buyer in a state other than fully calibrated, without any limitations. Any items that are found to be out-of-tolerance to any manufacturer calibration or Buyer-specified uniformity standard shall be physically marked and controlled at all times, and clearly identified as "out of tolerance." Clause QC10 shall apply to any item found by the calibration supplier in any manner of "out of tolerance" condition.



## CMI PURCHASE ORDER QUALITY CLAUSES

Rev M

**QC07: Source Inspection.** Source inspection is required prior to delivery of materials. The supplier shall notify the CMI Quality Department to arrange for source inspection. The supplier shall provide CMI with personnel and documentation adequate to ascertain compliance of the materials to the requirements. Acceptance by the source inspector in no way relieves the supplier of their responsibility to provide quality materials that are 100% compliant with all requirements relevant to the contract, nor does it relieve the supplier of responsibility for any nonconformance discovered after delivery of materials.

**QC08: Process Certification.** Certifications are to be provided, which identify all processes performed. The certification must include purchase order number, part number, revision, serial number (if applicable), quantity and reference to applicable specifications and standards. Certifications that do not include the specification and specification revision will be rejected.

**QC09: Test Data.** Test data must be furnished with shipment and must be traceable by purchase order, part number, lot or batch.

**QC10: Non-Conformance.** Supplier shall notify CMI of any nonconforming products prior to shipment to CMI. CMI will determine disposition and inform supplier accordingly regarding nonconforming product. Cause(s) and corrective action(s) must accompany all requests to deliver nonconforming material.

**QC11: Changes.** Any changes to the referenced purchase order, including product and/or process definition, changes of suppliers and/or changes of manufacturing facility location must be approved in writing by CMI prior to shipment to CMI.

**QC12: Right of Access.** Work and applicable records under this purchase order is subject to surveillance/inspection by CMI, its customer, the Government and regulatory authorities at supplier or sub-tier supplier's facilities.

**QC13: Flow Down.** All requirements of this purchase order, including key characteristics where required, must be flowed down to all sub-tier suppliers.

**QC14: Mercury.** Mercury-free certification must be provided that all materials delivered against this order do not contain and have not come in contact with the element Mercury (Hg) or Mercury compounds.

**QC15: Cadmium & Zinc.** Certification must be provided that materials delivered against this order do not contain Cadmium or Zinc unless over-plated with an approved metal.

**QC16: Tin.** Certification must be provided that materials delivered against this order do not contain pure unalloyed tin. Parts with tin alloys containing less than 97% tin are acceptable.

**QC17: RoHS.** Material Declaration must be provided that materials delivered against this order are RoHS compliant. This statement must include, at a minimum, purchase order number, part identification, revision, serial, lot or batch number (if applicable), and quantity. RoHS restricted materials include lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB) or polybrominated diphenyl ethers (PBDE).

**QC18: Records Retention.** Records established during the manufacture of product that provide evidence of conformity to requirements and of the effective operation of the quality management system shall be retained for a minimum of 7 years. Records shall remain legible, readily identifiable and retrievable.



## CMI PURCHASE ORDER QUALITY CLAUSES

Rev M

**QC19: Conflict Minerals.** Supplier will take appropriate action to ensure that products do not contain metals derived from minerals defined as "Conflict Minerals" originating in the Democratic Republic of Congo and adjoining countries as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502(e) (Available at: <http://www.sec.gov/about/laws/wallstreetreform-cpa.pdf>). Suppliers will review the due diligence process of the smelters/refiners in their supply chain and assess whether they have sourced minerals originating from or having been transported via a conflict-affected or high-risk area. CMI will implement due diligence measures for any upstream suppliers that are identified as sourcing from, linked to, or operating in, conflict-affected and high-risk areas as recommended in the OECD Guidelines. (Available at: <http://www.oecd.org/daf/inv/mne/GuidanceEdition2.pdf>)

**QC20: Counterfeit Materials.** Supplier shall have a counterfeit parts avoidance, detection, mitigation, and disposition program. Seller shall only deliver authentic components, material, assemblies, subassemblies, goods, etc. that are manufactured by or obtained from original equipment manufacturers (OEMs), original component manufacturers (OCMs), or authorized distributors. Seller shall make available to CMI documentation that authenticates and provides traceability of the Parts to the applicable OEM or OCM. The seller shall notify CMI immediately if they become aware or suspect that it has shipped counterfeit product to CMI. In the event that counterfeit product has been supplied to CMI, the seller shall, at its own expense, replace the product with genuine approved parts or materials conforming to the requirements.

**QC21: Ethical Business Principles.** Supplier acknowledges and agrees that CMI requires that Supplier maintain a high standard of ethical conduct in all its dealings with CMI. Supplier is encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services. CMI expects its Supplier to maintain effective programs to encourage their employees to make lawful, ethical, value driven choices in their business dealings.

**QC22: Special Processes.** Supplier shall provide certifications for all special processes performed with each shipment. The certificate shall identify the processor, process used, and controlling specification & revision. Supplier used shall be a CMI and/or Customer approved source for said Processes. These include operations subject to process controls such as: coating, joining, heat treating, cleaning, non-destructive test, etc. The Supplier shall be approved as per above to perform specific required Special Processes, or use Special Process vendors acceptable to CMI and CMI's customer.

**QC23: NADCAP.** NADCAP (National Aerospace and Defense Suppliers Accreditation Program) Approved Processes Suppliers who perform special processes such as heat treat, welding, brazing, chemical surface treatments, and non-destructive testing are required to maintain a NADCAP accreditation for those processes.

**QC24: QMS.** The Supplier shall establish, document, and maintain a Quality Management System that complies with the latest version requirements of ISO9001 or AS9100, and is certified by a recognized certified accreditation body, or a Quality Management System approved by CMI.

**QC25: Personal Awareness.** Supplier is required to ensure that personnel are aware of their contribution to product or service conformity and their contribution to product safety.



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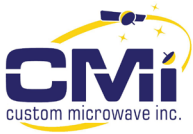
Rev M

**QC26: Product Verification.** If requested or required, Seller shall provide test specimens for design approval, inspection/ verification, investigation, or auditing by the Buyer.

**QC27: Diminishing Manufacturing Sources and Material Shortages.** Seller agrees to provide prompt notification to the Buyer of any event or change in circumstances that could affect Sellers performance under this Order such as ineligibility to contract with U.S.G., ineligibility to contract with any prime US contractor, debarment, assignment of consent agreement, designation under U.S. or foreign sanctions laws and regulations, expiration or cancellation of ITAR registration, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of a U.S.G. investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.

**QC28: FOD Risk Assessment.** Seller shall have a comprehensive FOD Prevention and Risk Assessment Program. Supplier will evaluate the potential for foreign object debris (FOD) to damage product based on its typical characteristics, including its design, materials, manufacturing processes, and intended use, considering factors like: geometry (openings, cavities), surface finish, material composition, tolerances, assembly methods, packaging, and potential contamination sources during storage and transport; identifying high-risk areas and implementing appropriate preventive measures to mitigate FOD risks throughout the procurement process. Supplier will establish clear documentation regarding FOD prevention procedures and provide training to relevant personnel. CMI will, if deemed necessary, assess Supplier's FOD prevention capabilities and quality control practices. Seller shall use AS9146 as a guideline; further compliance and audit requirements will be specified on the face of the Order if required.

**QC29: AS5553 Compliance.** Supplier shall have a risk-based counterfeit parts avoidance, detection, mitigation, and disposition program subject to routine internal audits. Seller shall only deliver authentic components, material, assemblies, subassemblies, goods, etc. that are manufactured by or obtained from original equipment manufacturers (OEMs), original component manufacturers (OCMs), or authorized distributors. Supplier shall have documented procedures that establish and maintain part obsolescence management. Seller shall make available to CMI documentation that authenticates and provides traceability of the Parts to the applicable OEM or OCM and shall provide documentation for risk assessment and risk mitigation activities performed when documentation is insufficient. The seller shall notify CMI immediately if they become aware or suspect that it has shipped counterfeit product to CMI. In the event that counterfeit product has been supplied to CMI, the seller shall, at its own expense, replace the product with genuine approved parts or materials conforming to the requirements. Seller shall implement a returns process that segregates returned EEE Parts until they are verified as new and unused.



**CMI PURCHASE ORDER QUALITY CLAUSES**

**Rev M**

**REVISION HISTORY**

<b>REV</b>	<b>DATE</b>	<b>DESCRIPTION</b>
A	03/11/2010	INITIAL RELEASE
B	09/01/2011	ADDED THAT STANDARD QUALITY CLAUSE QC02 IS APPLICABLE TO ALL PURCHASE ORDERS
C	01/16/2012	ADDED MATERIAL TO QC11. ADDED QC18: RECORDS RETENTION
D	04/29/2013	ADDED QC19, UPDATED QC18, UPDATED REQUIRED QC FOR STANDARD PURCHASE ORDERS, ADDED QC FOR SPACE COM
E	1/25/2017	UPDATED QC06 WITH PROPER STANDARDS AND CLARIFIED FLOW DOWN INFORMATION
F	4/2/2018	ADDED QC20: COUNTERFEIT MATERIALS, QC21: ETHICAL BUSINESS PRINCIPLES, QC22: SPECIAL PROCESSES, QC23: NADCAP, QC24: QMS, QC25: PERSONAL AWARENESS, QC26: PRODUCT VERIFICATION
G	7 MAR 2019	CLARIFIED APPLICABILITY STATEMENTS AND UPDATED LANGUAGE AND ACRONYMS IN TEXT
H	22 MARCH 2023	ON QC22, VERIFICATION THAT ACTUAL REVISION IS INCLUDED ON INCOMING CERTIFICATION
J	8/8/2023	NO REV I DUE TO EPDM LIMITATIONS. ADDED QC27, DIMINISHING MANUFACTURING SOURCES AND MATERIAL SHORTAGES
K	10/2/2023	UPDATED QC06 TO CLARIFY/PREVENT SUPPLIERS FROM ADDING CALIBRATION STICKERS TO OUT OF CALIBRATION OR OUT-OF-TOLERANCE UNITS
L	1/16/2025	ADDED QC28
M	4/16/2026	ADDED QC29