



## QUALITY TERMS FOR PURCHASE ORDERS – FORM PO-100

The following terms apply to all Purchase Orders. In the event any term cannot be met, notify Berkeley Nucleonics Buyer immediately.

- 1. General:** The Government, Customer, Prime or any appropriate regulatory authority has the right of access to the supplier's plant and applicable records as may be necessary to determine compliance to contract requirements on all supplies or services included in this contract.

The supplier is to flow down to sub-tier suppliers the applicable requirements in this purchase order, including key characteristics where required.

The supplier is to notify and obtain BNC approval of changes in product and/or processes and changes of manufacturing facility location.

**Counterfeit Parts Control:** The supplier must implement and maintain a documented counterfeit parts control program appropriate to the organization and products provided to BNC, and flow down a requirement for all of your suppliers to implement and maintain a documented counterfeit parts control program.

Notwithstanding any other provisions of this agreement, the supplier warrants that all items provided to BNC shall be genuine, new and unused unless otherwise specified in writing by BNC. The supplier further warrants that all items used by the supplier during the performance of work at a BNC facility, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the supplier shall indemnify BNC, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

It is the supplier's responsibility to ensure that all supplier personnel are made aware of their contribution to service and/or product conformity, product safety, and the importance of ethical behavior.

- 2. Customer Right of Inspection:** Customer has the right to inspect any or all work included in this contract at the Supplier's facility.
- 3. General Compliance:** The Supplier shall provide a signed Certificate of Conformance to the effect that article(s) provided are in accordance with all Purchase Order requirements. **Country of Origin must be supplied for the article(s) being supplied.**
- 4. Inspection and Test Reports (Actual):** The Supplier shall submit signed inspection reports and actual results proving conformance to the applicable drawings and specifications for items shipped under this contract.

- 5. Shelf Life Data:** For items or materials which are susceptible to quality degradation with age, the Supplier shall provide a statement with the starting date, and expiration date of the item and special storage requirements, if any.
- 6. Quality Manual:** A copy of the Supplier's Quality Manual or equivalent shall be submitted for review before the work on this contract begins if requested.
- 7. Supplier Inspection Requirements:** The Supplier is responsible for performing or having performed all inspections and tests necessary to substantiate that the items furnished under this contract conform to contract requirements, including any applicable technical, drawing, or specification requirements for specified manufacturer's parts.
- 8. Quality Program (ISO 9001):** The Supplier's Quality program shall be in accordance with Specification ANSI/ASQ Q9001; latest revision unless otherwise specified.
- 9. Calibration Services:** The Supplier's calibration program shall be in accordance with systems ANSI/ISO/IEC 17025, ISO 10012 or ANSI-Z540 of the latest revision unless otherwise specified. Items submitted to the Supplier for calibration on this contract shall be evaluated for acceptance before any repair or adjustments are made. Records of the as-received findings and the as-returned findings (post-adjustment or post-repair, if applicable) shall be clearly stated on the signed calibration report along with indication as to whether the individual findings were acceptable or unsatisfactory. The report shall attest to the fact that measurement standard(s) used in the performance of this calibration are traceable to the National Standard, International Standard, or Intrinsic Standard.
- 10. Calibration Certification:** A signed calibration certification is required with each item certifying it has been calibrated and that the Supplier's calibration program is in accordance with one of the following systems; ANS/ISO/IEC 17025, ISO 10012 or ANSI- Z540. The latest revision applies unless otherwise specified. The certification shall attest to the fact that the measurement standard(s) used in the performance of this calibration are traceable to a National Standard, International Standard, or Intrinsic Standard.
- 11. Traceability:** All items furnished on this contract shall have documentation on file at your facility to permit traceability from the delivered item back through all suppliers back to its manufacture and inspection to the procurement records on its constituent parts and materials. These records shall be sufficient to prove conformance to all applicable specifications and drawings and shall provide means for identifying all like items. Records shall be retained for a period of ten (10) years.
- 12. Record Retention:** Retain all item records pertaining to materials or services provided under this contract in a legible, traceable and retrievable fashion for a period of twenty (20) years, but in no case will records be destroyed without notice to the customer 30 days prior.
- 13. ESD-Sensitive Devices:** All electrical / electronic parts, assemblies or equipment provided under this requirement shall be treated in a manner that provides continuous protection from electrostatic damage. Suppliers shall identify ESD- Sensitive items with markings on packaging and/or containers. (Ref. DOD-HDBK-263, MIL-STD-1686 and ANSI/ESD S20.20).

14. **Hazardous Material Data:** A Safety Data Sheet (SDS) meeting OSHA regulations shall be provided with hazardous material when delivered to BNC.

**The hazardous material shall be labeled with:**

- Chemical name, common name, or trade name;
- Appropriate hazard warnings including exposure health hazards and first aid and emergency procedures; and
- Name, address, and phone number of the manufacturer or other responsible party.

15. **Part Identification, Packaging, and Shipping:** All items and subpackages including raw material (plate, bar, extrusions, sheet, etc.) supplied under this contract shall be identified with complete nomenclature and part number as specified by the applicable drawing, specification, catalog, purchase order, etc. Materials shall be packaged, handled and transported adequately to maintain the reliability and achieve their damage-free delivery to BNC or other designated location.

16. **Workmanship:** All items must conform to workmanship requirements as specified on applicable Purchase Orders, Drawings and Specifications. If no revision is specified, the most current revision is applicable. If no workmanship is specified, the items shall be fabricated and finished to normal industry acceptance standards.

Supplier must ensure the product is shipped free of Foreign Object Debris (FOD), general cleanliness practice is acceptable.

17. **Product Nonconformances:** Items that do not conform to the requirements of this contract shall not be shipped to BNC without prior written approval of BNC Quality Assurance. Request approval for shipment through the BNC Buyer. Failure to comply may result in return of the shipment at the Supplier's expense. Any material supplied under this Purchase Order or Subcontract which is returned because of a nonconformance and is subsequently resubmitted by the Supplier to BNC shall be accompanied by a written description of the rework accomplished to correct the nonconformance and corrective action taken to prevent recurrence.

18. **Process Control:** If required in the BNC Purchase Order, the supplier shall obtain BNC approval of all special processes to be used in the performance of this contract. Special Processes include plating, welding, nondestructive examinations, finishes, soldering, chemical processes, etc. The Supplier shall maintain objective evidence of process qualification and control in accordance with applicable specifications. The procedure(s) and qualification/certification data shall be submitted to BNC for approval prior to the work being processed by the vendor. If any changes in the certifications, qualifications, and/or processes are made, resubmittal and reapproval is mandatory. A survey of operations may be required before approval is given.

19. **Configuration Control:** The Supplier agrees not to make any changes in items delivered under this contract at anytime in the future which would affect physical or functional interchangeability, reliability, or repair and maintenance operations unless the part identification is changed.

20. **First Item Inspection:** If required in the BNC Purchase Order, the supplier must provide a sample first item to BNC for dimensional and functional approval prior to making production item(s). The Supplier is required to perform 100% inspection on that item upon approval by BNC.

21. **Calibration:** Test and Measuring equipment which is used for process control or inspection must be appropriately calibrated with

traceability to the National Institute of Standards and Technology or Natural Standards. The Supplier may use a calibration system complying with MIL-STD-45662, ISO 10012, or ANSI-Z540 for compliance to this requirement.

22. **Government Industry Data Exchange Program (GIDEP):**

On subcontracts requiring GIDEP participation, the subcontractor shall participate in the appropriate interchange of GIDEP. This program is an invaluable tool in the government's war against inefficiency and is limited to participating activities. Data entered is retained by the program and provided on a privileged basis. Compliance with this clause shall not relieve the subcontractor from complying with any other provisions of this contract.

23. **Partially Defined Drawings:**

The use of Partially Defined CAD drawings for manufacturing is not permitted unless previously approved by the Project Manager. Inspection requires all dimensions specified with related tolerances unless otherwise specified prior to receipt of product.

24. **Prohibition of Pure Tin:** The uses of Pure Tin Plated finishes are strictly PROHIBITED. Any Tin Plating or Tin Solder processes shall contain NO LESS than 3 percent LEAD composition, unless specifically authorized in writing.

END OF FORM P-100