

# Purchase Order Quality Clauses for Suppliers

The following Quality Clauses (Q's) shall apply to all suppliers regardless of commodity being procured.

- Quality Clauses Q1 through Q13 apply to all purchase orders.
- Quality Clauses Q14 through Q25 apply when specified on purchase order.
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## Q1 - Counterfeit Part Prevention

Suppliers/Subcontractors shall have a counterfeit prevention/detection program listed below:

- The SELLER shall represent that they are either an Original Equipment/Component Manufacturer (OEM/OCM) or an OEM/OCM authorized distributor.
- The supplier shall ensure that only new and authentic materials are used in products delivered to Orbital Research Ltd. The seller may only purchase parts from original equipment manufacturers (OEM), authorized distributors or approved aftermarket manufacturers.
- Any product that was not provided by these sources will not be accepted by Orbital Research Ltd., unless prior approval is obtained in writing.
- Seller shall agree and ensure that counterfeit materials are not delivered to Orbital Research Ltd.
- The seller shall notify Orbital Research Ltd. Company Inc, immediately if they become aware or suspect that it has shipped counterfeit product to Orbital Research Ltd. The seller shall notify Orbital Research Ltd. immediately if they become aware or suspect that it has shipped counterfeit product to Orbital Research Ltd.
- In the event that counterfeit product has been supplied to Orbital Research Ltd., the seller shall, at its own expense, replace the product with genuine approved parts or materials conforming to the requirements.
- The seller shall also maintain a counterfeit parts prevention and control plan to prevent the delivery of counterfeit parts to Orbital Research Ltd. Company, Inc., reference SAE AS5553 provides guidance for counterfeit prevention

## Q2 - Management System

Supplier's Management System shall conform to a National and/or Internationally recognized system (i.e., AS9100D; ISO9001; MIL-Q-9858; or MIL-I-45208A ) as applicable to the type of products and/or services provided to Orbital Research Ltd., unless an alternate quality system level/type has been determined acceptable by Orbital Research Ltd.

## Q3 - Calibration Systems Requirements

The supplier shall maintain a certified equipment calibration system consistent with the Quality System in place or to ANSI/NCCL-Z540 whichever is applicable.

## Q4 - General Workmanship

Unless otherwise specified (i.e. drawing requirements, specifications, purchase order) material shipped against this Purchase Order shall be free of dents, gouges, burrs, scratches, sharp edges, foreign matter, or any other evidence of poor workmanship standards that shall create a condition that renders said part unsatisfactory for its intended use. All materials supplied under this purchase order must be fabricated and finished to the highest quality practical and in a workmanship like manner by trained and/or qualified personnel.

## Q5 - Right of Entry

Orbital Research Ltd. reserves the "Right of Access" to review control methods and inspect material included in this purchase order at the supplier's facility and sub-tier facility. Access rights shall be extended to our customer and Government or Regulatory Agency representative.

## **Q6 - Corrective and Preventive Action**

The supplier shall respond to an Orbital Research Ltd. request for corrective action on or before the requested response due date. Supplier shall use Orbital Research Ltd.'s Corrective and Preventive Action form, or an approved equivalent.

## **Q7 - Quality Records Retention**

Unless otherwise specified, quality records will be retained for 7 years. Quality records are defined as those records used in the processing, test and inspection of product, and/or services provided to Orbital Research Ltd. Company by suppliers and their sub-tiers.

## **Q8 - Foreign Object and Debris/Damage (FOD) Prevention**

The Supplier shall establish and maintain an effective FOD prevention program to control and eliminate FOD and/or contamination assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable products.

The Supplier's program shall utilize effective FOD prevention practices. MIL-STD-980 may be used as a guide to establish and implement the Supplier's FOD program.

## **Q9 – Nonconforming Product/Process**

Supplier shall notify Orbital Research Ltd. of changes to material, processes, or of any nonconforming material, and must be approved by Orbital Research Ltd. prior to implementation.

## **Q10 - Certificate of Conformance (C of C)**

The Supplier shall provide on the packing list/shipper or on a separate document, a written statement titled "Certificate of Conformance" that complies with this requirement and is worded substantially as follows:

### **Certificate of Conformance**

"This is to certify that all products or services delivered on this Purchase Order \_\_\_\_\_ and packing list/shipper \_\_\_\_\_ are in compliance with all requirements of the PO. Objective evidence to support this certification will be made available for review upon request."

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signature/Stamp: \_\_\_\_\_

## **Q11 - Packaging**

The supplier shall package products to prevent damage during shipment. Protective insulating material including double box method should be used when necessary to ensure that procured articles are free from damage during transit. The protective abilities of the shipping package/box shall not be degraded by over packing.

## **Q12 - Conflict Minerals, Applicable for Goods**

Seller recognizes, in relation to the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the risks associated with sourcing "Conflict Minerals" (tin, tantalum, tungsten and gold) from the Democratic Republic of the Congo ("DRC") and adjoining countries. To the extent required therein, Seller commits to comply with the Act. If requested by Orbital Research, Seller shall (1) complete the industry standard Conflict Minerals Report Template ("CMRT") form, and (2) perform reasonable due diligence of its supply chain to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support human rights violations. Seller shall take all other measures as are necessary to comply with the Act, its regulations, and amendments, as applicable. Sellers who are unwilling or not capable of providing the information may be removed from Orbital Research's approved supplier list. If Seller has a grievance or concern regarding Orbital Research's conflict minerals compliance, Seller is requested to report such grievance to Orbital Research at 1-604-419-8585.

### **Q13 - Corporate Social Responsibility**

Buyer complies with various laws and regulations in order to ensure a conflict-free and slavery-free supply chain, including the 2010 USA Dodd-Frank Wall Street Reform and Consumer Protection Act Section 1502 and the California Transparency in Supply Chains Act of 2010. To that end, Buyer requires its suppliers to use due diligence to comply with these legal requirements and to provide product which has neither been manufactured, created nor assembled using slavery or forced labor, any of the worst forms of child labor, forced or indentured child labor, and child labor that is exploitive and/or interferes with a child's ability to participate in required schooling, nor directly or indirectly funds non-state armed groups. The term "conflict minerals" refers to tantalum, tin, tungsten, and gold or their derivatives regardless of their country of origin. Upon request, Seller shall provide a Conflict Mineral Supply Chain Status for products sold to Buyer. Seller shall advise Buyer if any conflict minerals sold to Buyer are identified to have directly or indirectly funded non-state armed groups. Upon request, Seller shall provide Buyer with evidence that products sold to Buyer by Seller have not been manufactured, created, or assembled using slavery or forced labor.

### **Q14 - Critical Plating Requirements**

Supplier shall not deviate from Orbital Research Ltd.'s provided plating procedure or instructions unless pre-authorized by Orbital Research Ltd., in writing on the P.O. Supplier must notify Orbital Research Ltd. prior to performing any strip and re-plate action caused by supplier's process.

### **Q15 - Flow Down Requirements**

Suppliers will flow down all applicable requirements of the Purchase Order to their sub-tiers to insure conformance with all Specifications, Drawings, and Quality System requirements, Regulations, key characteristics, Public Laws, and any additional requirements specified in the Purchase Order.

### **Q16 - Orbital Research Ltd. Source Inspection**

Orbital Research Ltd.'s Source Inspection is required on this purchase order prior to shipment of product from your plant. Orbital Research Ltd. shall be notified a minimum of one week in advance of the time of parts and/or materials is ready for inspection and/or test. In addition to material and/or part submittal, supplier shall submit all supporting documentation (i.e. inspection reports, dimensional data, material certification and test data) to the source inspector.

### **Q17 - Customer Source Inspection**

Customer Source Inspection is required on this purchase order prior to shipment from your plant. The customer shall be notified a minimum of one week in advance of the time of parts and/or materials are ready for inspection and/or test.

### **Q18 - Government Source Inspection**

Government Source Inspection is required prior to shipment of any item on this purchase order. The government shall be notified a minimum of one week in advance of the time of parts and/or materials are ready for inspection and/or test.

### **Q19 - First Article Inspection**

Supplier shall furnish a First Article Inspection (FAI) Report with this order. The FAI Report must be in AS9102 format, containing documented evidence of electrical compliance, and/or dimensional conformance. The Article Inspection samples shall be labeled and packaged separately to permit the correlation of test results by Orbital Research Ltd.'s Quality Assurance.

### **Q20 - Supplier Use of Facilities Other Than Their Own**

When a supplier uses a facility other than their own to perform a special process, the performing facility shall be specified on Orbital Research Ltd.'s purchase order. Special Processes include, but are not limited to, the following: Plating, heat treating, chemical films, X-rays, Dip Brazing, soldering, encapsulation, welding; printed circuit boards, etc. The special processes shall meet the applicable specifications indicated on the drawing, purchase order and/or statement of work. Material received that has been processed by a process source other than that specified by Orbital Research Ltd. purchase order shall be subject to rejection.

**Q21 - Acceptance of verbal change**

The acceptance of a verbal change to this purchase order from anyone except Orbital Research Ltd.'s Purchasing Department shall be at the supplier's own risk. Verbal instructions from Orbital Research Ltd.'s Purchasing Department shall be followed by a Purchase Order Change Notice within 24 hours. Furthermore, if a verbal change or agreement has been made, the supplier may not ship the product until the P.O. has been updated to reflect such changes or agreement.

**Q22 - Certification of Special Processes**

A certification is required with a statement certifying conformance to each special process (i.e. welding, plating, painting, soldering, heat treating, chemical films, anodizing, etc.) performed on the materials to the specification(s) listed on the Purchase Order and/or drawing.

The signature of an authorized agent of the company performing each special process including the agent's title must appear on the certification. It must also include the Purchase Order number, part number and revision level, serial numbers (if applicable), lot number (if applicable) and quantity shipped.

**Q23 - Test Data**

Test Data shall be supplied for each item shipped. The test data shall reflect all electrical, mechanical and environmental parameters specified in the applicable procurement drawing. Sample data may be allowed only if specified on the purchase order.

**Q24 - Revision Control**

Manufacturing shall comply with the latest released file a revision as approved by Orbital Research Ltd. on the day manufacturing begins.

**Q25 - Banned and Restricted Substances**

Suppliers shall provide Materials and Services in accordance with Orbital Research Ltd. purchasing documents. If non-compliance exists, Orbital Research Ltd. shall be notified by contacting the Orbital Purchase Agent.

*Last Updated on 16 July, 2019*