

NJMET Purchase Order Quality Clauses

Clause-001: Quality Management System Requirements

Clause -001A: ISO 9001 Quality System Requirement

Seller shall comply with **QMS standard ISO 9001** “Quality System Requirements,” and all other terms of this Purchase Order in the manufacture and / or delivery of the materials or services in this order.

Clause -001B: Certificate of Conformance (C of C): The seller shall provide Certificate of Conformance with the delivery of the product stating that the requirements of the Purchase Order and Statement of Work (SOW –when specified) have been fully met. The C of C shall be signed by the Quality Manager or General Manager.

Clause -002A: Quality Flow -Down to Sub-Tier Suppliers

The supplier’s Quality System shall assure all relevant Purchase Order requirements are flowed down to their sub-tier suppliers. The supplier’s sub-tier suppliers are responsible to comply with the same specifications and requirements specified on this Purchase Order. The supplier shall flow down to the supply chain the applicable requirements including customer requirements.

Clause -002B: Requirement for the qualification of personnel

The supplier’s Quality System shall assure all relevant Purchase Order requirements are met and all applicable processes affecting the final quality of the product in the Purchase Order were rendered by qualified personnel.

Clause -003: Product and Process Control and Quality Record Retention

Supplier’s Product and Process Control and Quality Records shall be retained at the supplier’s location a minimum of 10 years from the date of shipment, unless a longer retention period is herewith on the Purchase Order. The records shall be adequate to ascertain the quality level of production processes. This includes chemical and physical test results of Raw Material used in the manufacture of the item on this Purchase Order. Quality records shall be provided upon request from NJMET.

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Clause -004: Government /Customer Inspection & (Right of Access)

Right of Access/Entry:

The Supplier shall reserve the right of entry for NJMET, NJMET customers and regulatory agency personnel, for access to any and all facilities where work is being performed or is scheduled to be performed, including those facilities of Supplier's sub-tier Suppliers, in order to perform inspections, inspection and access to applicable records, surveys or system surveillance as part of verification of conformance to the requirements.

Supplier's denial of access may result in disqualification of future procurement with NJMET. The Supplier shall include the provisions of these facility access requirements in its PO's with sub-tier Suppliers. This access shall provide, at no increase in price, cost or fee to NJMET.

Clause -005: Manufacturer's Part Numbers

If an item on this Purchase Order is controlled by a Manufacturer Part Number, it is the Seller's responsibility to assure that the "Manufacturer Part Number" meets all requirements of the latest manufacturer data sheet.

Clause -005B: Requirement regarding the need for the supplier to notify NJMET on non-conforming product:

Requirements exist relative to supplier notification to NJMET of nonconforming product, and arrangements for NJMET's approval of supplier nonconforming material.

Clause -005C: Requirement regarding the need for the supplier to notify NJMET on supplier changes of product, suppliers & changes of manufacturing facility /location:

The supplier shall notify NJMET of changes in product and/or process, changes in suppliers, changes of manufacturing facility locations definition and, where required, shall obtain NJMET's approval.

Clause -006: No Changes without Approval

Except for first time purchases, items furnished under this Purchase Order shall be identical in form, fit and function to a product previously accepted by NJMET. No component substitution is allowed without NJMET approval. Alternate or equivalent parts must be approved by Purchase Order amended prior to shipment and acceptance by NJMET Quality and Purchasing Department.

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Clause -007 : Prohibition of Pure Tin (Sn)

The uses of Pure Tin Plated finishes are strictly **PROHIBITED**. Any Tin (Sn) Plating or Solder processes shall contain **NO LESS** than 3 percent **LEAD (Pb)** composition, unless specifically authorized in writing by NJMET. These restrictions apply for all types and levels of procurements, with the supplier responsible for communicating these restrictions to manufacturers or sub-tier suppliers as required.

Clause -008: Electrostatic Discharge Control (ESD) Program-Quality

For electrical and electronic parts susceptible to damage from Electrostatic Discharge (ESD), the supplier is responsible to establish and implement an ESD Control Program per the latest revision of one of either MIL-STD-1686, EIA-625, ESD 20.20 or better equivalent. The supplier shall take the necessary precautions to ensure that static susceptible devices are adequately protected from ESD damage during manufacturing, test, inspection, storage, packaging and shipping. Packaging shall be marked with an ESD cautionary note or symbol.

Clause -009: Requirements on Moisture Sensitive Devices

Clause -009A: Plastic Encapsulated Microcircuit (PEM)-Level 1

This PEM device has been identified as an MS Level 1. Therefore, devices supplied under this purchase order shall be packaged IAW the latest revision of IPC/JEDEC J-STD-033.

Clause -009B: Plastic Encapsulated Microcircuit (PEM)-Level 2-6

This PEM device has been identified as an MS Level range between 2 and 6. Therefore, devices supplied under this purchase order shall be packaged IAW the latest revision of IPC/JEDEC J-STD-033. The “Moisture-Sensitive Identification” (MSID) label and the “Caution” label as specified in JEDEC JEP113 shall be affixed to the outside surface of the moisture bag (MBB).

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Clause -009C: Specialty Metals Clause Flow-down to Supplier:

Reference: DFARS 252.225-7014, DFARS Subpart 225.7002-2 and DFARS 225.872-1(a) or (b)

DoD's interpretation of this *specialty metals clause* is that it prohibits the contractor (including its suppliers at every tier) from incorporating into military parts, components, and/or item deliverables “**specialty metals**” (identified in the clauses, including titanium and stainless steel) which have been melted outside the United States, its possessions, or Puerto Rico, unless certain limited exceptions set forth in the clause or DFARS Subpart 225.7002-2 apply. One such exception is for specialty metals melted in a qualifying country or incorporated into an article manufactured in a qualifying country. Those countries are listed at DFARS 225.872-1(a) or (b).

- a.) If a distributor or other sub tier supplier is the source of your material, ensure that the specialty metals clause requirements have been flowed down. Also take the necessary steps to ensure that your supplier provides only specialty metals (such as titanium or stainless steel) that have been melted within the United States or a qualifying country, and if required, proper certifications are issued.

Clause -009D: Mercury - Free Certification (when applicable)

Supplies furnished under this contract shall *not be contaminated by mercury or mercury compounds*. Contamination shall be prevented by ensuring that the supplies during the manufacturing processes, test and inspections have not come in direct contact with mercury or any of its compounds, not with any mercury containing device employing a single boundary of containment.

Clause -009E: Foreign Object Debris (FOD) Program

The Supplier shall develop and maintain a Foreign Object Debris (FOD) prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate and cause product failure. The FOD program will include design, manufacturing, and process controls to prevent FOD in deliverable items. The Supplier shall include periodic self-assessment of internal FOD prevention practices. Delivered material must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil and other foreign material on surfaces to prevent FOD entrapment.

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Clause -009F: Requirement on Segregation of lots:

The Supplier will not co-mingle different date codes or production lots, nor combine resubmitted parts with new production parts. Parts may be submitted in one shipment provided the different date codes and lots are identified and segregated.

Clause 009G - COUNTERFEIT PART AVOIDANCE

- A. The supplier shall have a counterfeit detection process for all electrical, electronic, and other electronic component parts that meets the intent, as a minimum, of SAE standard *AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition*.
- B. Supplier shall flow down the requirements of this provision to its subcontractors and suppliers at any tier for the performance of this contract.
- C. For all electrical, electronic, other electronic component parts delivered shall be from the Original Component Manufacturer (OCM)/ Original Equipment Manufacturer (OEM)
- D. In the event a part is not directly available from the OCM/ OEM or franchised distributors, purchase from independent distributors may be made but the evidence of supply chain traceability (chain of custody) back to the OCM/ OEM shall be provided. The Certification shall clearly identify the name and location of all of the supply chain intermediaries from the original manufacturer to the final source of the product delivered to NJMET Inc.

Note: Distributors shall, in addition to the above, include their company's certification (Certificate of Conformance) for each part number shipped.

- E. If evidence of supply chain traceability (chain of custody) to the OCM/ OEM is not available, the supplier must notify NJMET INC. immediately in writing and get authorization to purchase this product.

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- F. Notification: Should supplier become aware of a confirmed counterfeit parts that , by any means, have been or have not been delivered to NJMET Inc., or acquired for this contract, notification shall be made as soon as possible but no later that seven (7) days of discovery to NJMET Buyer. Seller should verify NJMET's receipt of this notification in writing. Confirmed counterfeit parts are expected to be reported to the Government Industry Data Exchange Program (GIDEP) and applicable US Government investigative authorities not later than 60 days.
- G. Confirmed counterfeit parts will be segregated from conforming parts and controlled until rendered unusable by physical destruction (for example, cutting of leads and mechanical mutilation).
- H. Supplier shall quarantine suspect counterfeit and/or suspect counterfeit parts and make these available for investigation by appropriate government authorities.
- I. Suppliers shall be liable for all costs relating to the removal and replacement of Counterfeit components and the cost of rework or corrective action that may be required to remedy the use or inclusion of such parts.

Clause -010A: Supplier Quality Requirements

Supplier Quality Requirement is incorporated in this Purchase Order. These documents may be found on NJMET's website, <http://www.njmetmtl.com/docs>. Those suppliers not having access to NJMET's website are required to contact BUYER/ Director OF PURCHASING, Director of OPERATIONS to obtain a hard copy of Quality Clauses.

Clause -010B: Standard Sales Terms and Conditions

Standard Sales Terms and Conditions are incorporated in this order by reference. The document may be found on NJMET's website, <http://www.njmetmtl.com/salesterms>