



**PURCHASE ORDER TERMS & QUALITY CLAUSE REQUIREMENTS**  
**F-840-001-E**

**Applicable Quality Clauses by Product/Service Type**

Product/Service Type	QC01 GENERAL	QC02 PROCESS CERT	QC03 MATERIAL CERT	QC04 TEST REPORT	QC05 INSPECTION RECORDS	QC06 MEASURING AND TEST EQUIPMENT/CALIBRATION	QC07 US GSI	QC08 SOURCE INSPECTION	QC09 FIRST ARTICLE INSPECTION	QC010 COUNTERFEIT PARTS PREVENTION	QC011 HAZARDOUS/DANGEROUS GOODS/SHELF-LIFE MATERIALS
Wire and/or Cable	X			X							
Wire and/or Cable w/Neoprene Jacket	X			X							X
Machined Parts	X	X as needed	X		X				X as needed		
Connectors, Housings, Backshells, Seal Plugs	X									X	
Chemical Products	X										X
Solder Flux	X		X								X
Coil Cord, Halar Braiding, Other Outsourced Processes	X										
New Tools	X			X							
Calibration	X					X					
Special Processes	X	X									

**QC01: TERMS – Applicable to all Purchase Orders**

A. Seller shall keep confidential all technical and proprietary information furnished to Seller by Buyer in connection with this order, including blueprints, data, designs, drawings, engineering data for production, product know-how, and any other information furnished to Seller by Buyer in connection with this Purchase Order Contract. Seller shall not use such items or information in the design, manufacture, or production of any goods, or for any other purchase or for the manufacture of production of larger quantities than those specified, except with the express consent in writing from the Buyer. Seller, including its agents, employees, and representatives will exercise extreme caution to prevent disclosure of such information to third parties. The obligations of this provision shall survive the completion of performance and expiration or termination of this Purchase Order Contract.

B. **RIGHT OF ENTRY:** Buyer and authorized representatives of Buyer’s Customers and or Regulatory Authorities shall have direct access to all applicable areas of all Seller’s and Seller’s Subcontractor’s Plants (at any level of the supply chain) where work under this Purchase Order Contract is being performed, to review progress, records and witness testing of the items related to this Purchase Order. Seller shall include this clause in all of Seller’s Subcontracted Purchase Orders.

C. **CONTROL OF NONCONFORMING MATERIAL:** Nonconforming goods and or services which deviate from the requirements as specified on the Purchase Order Contract, relevant drawings and specifications must be documented by the Seller and submitted to Buyer-Buyer prior to or post-delivery; It is the Seller’s responsibility to go through the deviation process and obtain approval for the non-conforming product.

D. **CHANGE CONTROL:** Supplier shall notify Buyer of changes in product and or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval. Seller shall not relocate any production manufacturing and/or process facilities during performance of the Purchase Order contract without promptly notifying Buyer and affording Buyer an opportunity to examine such facility for compliance with Quality Assurance requirements including any necessary approvals.

E. **TRACEABILITY/RECORD RETENTION REQUIREMENTS:** All suppliers must maintain conformance and traceability records regarding the product or service provided to Buyer for a period of 12 years or as



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otherwise stated in the Purchase Order Contract. Records shall be, but are not limited to, process provided, test results any and all raw material certifications and inspection buy-offs performed by competent personal for supplier and or any sub-tier supplier.

- F. SUB-TIER FLOW DOWN: Supplier shall flow down to the supply chain the applicable requirements including customer requirements
- G. QUANTITY: Variances, mixed lots and/or partial shipments are not permitted unless prior written authorization is received from the buyer or is stated on the Purchase Order contract.
- H. PACKAGING: All materials intended for the Buyer SHALL be packed with suitable protection to prevent damage though handling, storage at the Buyer's and/or Supplier's facility, and transit. All electrostatic sensitive materials SHALL be packaged to avoid damage form electrostatic discharge. Packages shall be marked and shipped in accordance with buyer instructions. All supplied goods will be returned to the Supplier for inspection if parts are received damaged.
- I. ACCELERATED DELIVERY: Not permitted unless noted in the Purchase Order Contract or with prior arrangements and approval of Buyer.
- J. CERTIFICATE OF CONFORMANCE: Seller Certification of Conformance is required with this order and all shipments. A legible and reproducible Certificate of Conformance or Seller's statement of quality will accompany each shipment. Certifications must show the part number, quantity, specification, and revision number, and have a legible printed and signed with title of responsible person releasing the certification. This certifies the material/services provided by the Seller meet all drawing and/or specifications requirements. Records supporting this certification shall be on file with the Supplier and shall be provided to Buyer upon request at no cost to Buyer.
- K. QUALITY SYSTEM: The Supplier SHALL maintain a Quality System that complies with the current revision of AS9100, ISO 9001, NADCAP, specification MIL-I-45208 or equivalent. Suppliers declaring compliance to AS9100, ISO 9001, MIL-I-45208 or equivalent system, with no formal accredited registration, SHALL be subject to further review to assure the QMS meets Buyer's requirements. The Supplier's system SHALL be subject to review and approval, including an approved Supplier Quality System Survey, at all times by Buyer. Notwithstanding the provisions of this clause, the Supplier is in no way relieved of the final responsibility to furnish the supplies or services specified herein. The seller shall be responsible for notifying Buyer if certification becomes expired or is suspended for any reason.
- L. Employee Awareness: Seller shall ensure that persons doing work under the organization's control are aware of:
- a) their contribution to product or service conformity;
  - b) their contribution to product safety;
  - c) the importance of ethical behavior.
- M. Unless otherwise specified, use latest revisions of specifications and standards.
- N. Product Acceptance must be based on statically proven methodologies.
- O. Due diligence to comply with Conflict Minerals Report imposed by the Dodd-Frank Act, Section 1505. Suppliers shall disclose if any conflict minerals are used in the products delivered to the Buyer. Conflict minerals are defined as tantalum, tin, gold, tungsten or materials originating in the Democratic Republic of the Congo (DRC).



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**P. ITAR**

Supplier is required to comply with the International Traffic and Arms Regulations (ITAR) to safeguard products, technical data and services from foreign persons. Any data or services will not be disclosed, exported or transferred in any manner to foreign persons of any foreign country without written approval. Supplier is required to exercise due diligence and flow down this requirement to sub-tiers.

**Q. BILLING:** Invoices can be mailed to Buyer Attn: Accounts Payable, 10350 Regis Court, Rancho Cucamonga, CA 91730-3055, E-Mail (e.g. .pdf, text) [acctdept01@bgelectronic.com](mailto:acctdept01@bgelectronic.com).

**QC02: PROCESS CERTIFICATIONS**

Suppliers and/or their sub-contractors performing any special process to product listed on the purchase order must provide a certification for each process. The certification shall include the following as a minimum:

1. Supplier's name, address and phone number
2. B&G's P.O. Number
3. Part Number, including dash and revision and B&G Job Number
4. Quantity
5. Lot number, batch numbers or serial numbers where applicable
6. Process name, specification, type, class, method etc. as applicable

**QC03: MATERIAL CERTIFICATIONS**

Each shipment shall be accompanied by one legible copy of an approved Certificate of Conformance, which certifies that the purchase order items were produced from material for which the supplier has specific data or other objective evidence to the effect that the material conforms to drawings and/or specifications. D-FARS 252.225-7014 REQUIREMENTS: DFAR Compliance - All specialty metals and hardware items shall be provided to Buyer in compliance with DFARS 252.225-7000-7014 unless specifically authorized in writing to provide materials from alternate sources. Authorization must be approved and in writing by B&G- Quality Assurance and provided before delivery of product to our facility. The certificate shall list the following as a minimum:

1. Supplier's name, address and phone number
2. B&G's Purchase Order Number
3. Material type and specification number
4. Size and Quantity
5. Manufacturer/Heat/Batch/Lot Number/Date Code
6. Country of material smelt

**QC04: TEST REPORT**



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Each shipment shall be accompanied by a legible and reproducible test report. Each test report shall show evidence of compliance with the applicable drawing, specification and/or purchase order requirements and shall include the revision of the drawing and/or specification. The reports shall bear the signature and title of the responsible agent of the seller. When serialization of items has been imposed by the purchase order, such serialization shall be part of the test report.

A: CHEMICAL TEST REPORT

B: PHYSICAL TEST REPORT

C: FUNCTIONAL TEST REPORT (defined as operative inspection, e.g. mechanical, electronic, hydraulic, etc.) – Destructive or Nondestructive.

**QC05: INSPECTION RECORDS**

Inspection records shall be available upon request for each product shipment received. These records shall include, but are not limited to, the nature and number of observations and traceable by part number to the material / or services being provided by the Seller.

**QC06: MEASURING AND TEST EQUIPMENT/CALIBRATION**

Supplier shall establish and maintain documented procedures to control calibrated inspection and measuring and test equipment used by Seller to demonstrate conformance of product to specified requirements, a calibration system in conformance with ISO 10012-1, ISO 17025 or ANSI Z540-1. Records must be traceable to NIST (National Institute of Standards Technology). Buyer's P.O. # must appear on all certifications. Actual calibration results shall appear on the certificates.

Frequency of calibration is 12 months unless otherwise specified.

**QC07: U.S GOVERNMENT SOURCE INSPECTION (US GSI)**

Government Source Inspection, if required, will be performed at Seller's facility prior to shipment. As directed by Buyer, any in-process inspection is also mandated by this clause. A minimum of 48-hours' notice to Buyer, prior to inspection, is required when this clause is invoked. Seller shall provide evidence of Government Source Inspection with each shipment.

**QC08: SOURCE INSPECTION**

Items procured under this Purchase Order are subject to source inspection by Buyer at Seller's facility, prior to shipment. The Seller shall contact the Buyer for required inspection points prior to production. The Seller shall furnish acceptable facilities and equipment necessary to perform the required inspection at no cost to Buyer. Please advise the Buyer, within three working days in advance, of the subject material being available for source inspection. Evidence of inspection shall accompany each shipment.

**QC09: FIRST ARTICLE INSPECTION**

Items procured to a Buyer's specification or drawing under this purchase order are subject to First Article Inspection. Review drawings, specifications, etc. provided to Seller by Buyer and obtain any clarification needed prior to fabrication of the initial lot. Seller SHALL provide Buyer a First Article Inspection Report IAW AS9102 (current revision level at the time of the FAIR).



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**QC10: COUNTERFEIT PARTS PREVENTION**

Suppliers of raw materials, components, hardware, and other items used for, or incorporated into products that Buyer may deliver to customers including OEMs shall certify such items are not counterfeit parts. Certification may also include or require the submission of original certificate of analysis or conformance, original test reports, or other data traceable to approved labs or other entities to ensure an item is exact as claimed.

The following paragraphs are incorporated into these Terms & Conditions as applicable to the product purchased and delivered to Buyer.

a) For purpose of this clause, Product or Material consists of parts delivered; until this contract is complete; the Product or Materials are the lowest level of separately identified items (e.g. components, goods, and assemblies). "Counterfeit Product and or Material" means Product and or Material that is or contains items misrepresented as having been designed and/or produced under and approved system or other acceptable method. The term also includes approved Material that has reached a design life limit or has been damaged beyond repair, but is altered and misrepresented as acceptable.

b) Supplier agrees and shall ensure that Counterfeit Product and or Material/s is/are not delivered to Buyer, and subsequently our Customers.

c) Supplier shall only purchase material to be delivered or incorporated as Product to Buyer Industries directly from the OEM authorized distributor chain. Material and/or product shall not be acquired from independent distributors or brokers unless approved in advance in writing by Buyer, and or our Customer.

d) Supplier shall immediately notify Buyer with the pertinent facts if Supplier becomes aware of suspects that it has furnished Counterfeit Product and or Material. When requested by Buyer, Supplier shall provide OEM documentation that authenticates traceability of the affected items to the applicable OEM, as per AS6174 3.1 thru 3.7.

**QC11: HAZARDOUS/DANGEROUS GOODS/SHELF-LIFE MATERIALS:**

For any goods or materials furnished in accordance with this purchase order which are defined as hazardous or dangerous under applicable law.

A. Seller must provide Buyer with a Safety Data Sheet (SDS) including hazardous warning and safe handling information for all products.

B. RoHS Compliance: The supplier shall ensure that goods and/or special processes provided under this purchase order are RoHS compliant.

C. Shelf Life: No materials with a limited shelf-life shall be shipped with a minimum of 80% of the full shelf-life as determined by the original manufacturer, or unless previously approved in writing by Buyer or Quality Control. The expiration dates shall be clearly recorded on the packaging and in the Shipping/Certification documents.