

# STANDARD OPERATING PROCEDURE

DOCUMENT NO.

FM-1090 REV -

TITLE

PURCHASE CONTRACT QUALITY ASSURANCE CLAUSES PROCEDURE



RELEASE 08-06-2020

By accepting a purchase contract from Exodus, you are accepting responsibility for all Quality Clauses as described in the Purchase Order and the following as applicable:

## NON-FLIGHT ORDERS:

(Clauses applicable to purchase orders NOT REQUIRING a Certificate of Conformance)

*In addition* to specific quality clauses listed in the body of the Purchase Order, the following quality clauses apply:

FLIGHT	
CLAUSE	TITLE
EQC-01	Identification / Marking
EQC-02	Control of Non-conforming Product and Corrective / Preventive Action
EQC-03C	Quality System Requirements (Minimum Requirement)
EQC-04	Reliant and/or Reliant's Customers Survey / Audit
EQC-05	Packaging / Shipment
EQC-06	Parts / Material / Process Substitution Prohibited
EQC-25	Supersedence


## FLIGHT ORDERS:

(Clauses applicable to purchase orders REQUIRING a Certificate of Conformance)

*In addition* to specific quality clauses listed in the body of the Purchase Order, the following quality clauses apply depending on the product or service supplied:

CLAUSE	TITLE
EQC-01	Identification / Marking
EQC-02	Control of Non-conforming Product and Corrective / Preventive Action
EQC-03B	Quality System Requirements (Minimum Requirement)
EQC-04	Reliant and/or Reliant's Customers Survey / Audit
EQC-05	Packaging / Shipment
EQC-06	Parts / Material / Process Substitution Prohibited
EQC-25	Supersedence
EQC-07	Certificate of Conformance (CofC)
EQC-08	Material Certification, Chemical, And/Or Physcal Test Data, Lot Traceability
EQC-09	Process Certification
EQC-11	Dimensional Inspection Report (D.I.R.) / Final Inspection Report (F.I.R.)
EQC-12	Temperature/Shelf Life Sensitive Materials
EQC-13	Certificate of Analysis (C.O.A.) / Test Report
EQC-17	Supplier Subtier Process Control
EQC-18	Measuring and Test Equipment Calibration System
EQC-19	Prohibited Materials
EQC-20	Acquisition / Use of Non-Domestic Speciality Metals
EQC-22	Right of Access
EQC-23	Records Retention
EQC-24	Changes to Process
EQC-25	Supersedence
EQC-26	Changes to Quality System
EQC-30	Counterfeit Parts & Materials
EQC-31	Responsibility

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**EQC-01 Identification / Marking:**

The supplier shall identify all items, parts, components, subassemblies and assemblies with the appropriate part number and revision level as noted on the part drawing or as otherwise specified in the purchase order. Parts and materials that are not suitable for marking due to size and configuration may be identified using the bag and tag methods outlined in MIL-STD-130.

**EQC-02 Control of Non-conforming Product and Corrective / Preventive Action**

The supplier shall provide prompt, written notification to Exodus, when nonconforming material or products affecting drawing, purchase order, or specification requirement issues are discovered. The supplier shall not ship such nonconforming until authorization to ship has been obtained from the Exodus Purchasing agent. The supplier may submit requests for nonconforming material or product review by Exodus at the time of notification. The supplier shall provide written proof of correction or corrective action when discrepant material is received by Exodus; such proof shall be furnished within a reasonable time, which is specific and conclusive in nature, to prevent a recurrence of the discrepancy.

**EQC-03 Quality System Requirements (Minimum Requirement)**

**3A)** The supplier shall establish, document, implement, maintain and continually improve the effectiveness of a Quality System that meets or exceeds the current revision of ISO 9001:2008 or AS 9100.

**3B)** The supplier shall establish, document, implement, maintain and continually improve the effectiveness of a Quality System that meets or exceeds MIL-I-45208A.

**3C)** The supplier shall establish, document, implement, maintain and continually improve the effectiveness of a Quality System that meets or exceeds industry standards and ensures adequate product conformance and appropriate objective evidence to meet usual business responsibilities.

**EQC-04 Exodus and/or Exodus's Customers Survey / Audit**


Exodus or Exodus's customer reserves the right to conduct a Survey/Audit of the supplier's facility and the supplier's sub -tier suppliers to determine their capability to comply with the requirements of the Purchase Order. The supplier will be notified 48 hours in advance of the date that a Survey/Audit will occur.

**EQC-05 Packaging / Shipment**

All delivered items must be adequately preserved, packaged and contained to prevent deterioration and damage during shipment. The shipping method should ensure safe arrival at destination in accordance with good commercial practices unless special packaging and shipping instructions are specified in the purchase order and drawings/specifications.

Note: The use of newsprint for packaging is prohibited.

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**EQC-06 Parts / Material / Process Substitution Prohibited**

Part, material, and process substitutions for items stated in the purchase order are not allowed. Parts and assemblies must include OEM certificates. Any deviations from Exodus or Exodus’s customer drawings, specifications, and purchase order must be authorized by Exodus or Exodus’s customer. The supplier shall ensure that these requirements are flowed down to sub-tiers that support the items on the purchase order.

**EQC-07 Certificate of Conformance (CofC)**

The supplier shall provide a certificate of conformance that certifies that all materials and processes supplied are in accordance with the purchase order. The document shall be signed and dated by the supplier’s representative. Specifications, standards and engineering and other drawings noted on the purchase order shall be the latest revision unless specified (e.g., Rev. A). Raw materials will have mill certificates.

**EQC-08 Material Certification, Chemical, And / Or Physical Test Data, Lot Traceability**

- A) The Supplier is required to supply material certifications traceable to the lot, batch, block number or heat lot (metals) supplied in accordance with the applicable specification, (latest revision applies unless specifically stated) engineering drawing and/or Exodus Purchase Order.
- B) The Supplier is required to supply material certifications listed on Exodus Purchase Order. All test data and certifications traceable to the materials supplied must be kept on file for a minimum of seven (7) years unless otherwise specified by Exodus Purchase Order.

Note: When specified on the Purchase Order, raw material such as titanium, aluminum, etc. must have the appropriate heat lot stamped on each piece for heat lot traceability.

**EQC-09 Process Certification**


The Supplier is required to supply Certifications of Conformance (C of C) for all special processes in accordance with applicable specifications and/or engineering drawing as required by Exodus Purchase Order. Special process certifications for serialized parts and/or assemblies must reference the applicable serial number(s) for traceability.

**Caution: When specified on the Purchase Order, the Supplier performing the special process must be customer approved (ISO 9001, NADCAP, etc.).**

**EQC-10 First Article Inspection Report**

The supplier must furnish a complete First Article Inspection (FAI) Report for one or more parts, listing actual inspection results for all drawing dimensions and all applicable notes. The parts used to perform the first article shall be tagged. First article acceptance by Exodus shall not constitute final acceptance of the lot nor relieve the supplier of the obligation to furnish all parts that meet all drawing, specification and purchase order requirements.

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**EQC-11 Dimensional Inspection Report (D.I.R.) / Final Inspection Report (F.I.R.)**

The supplier shall furnish an inspection report for each part submitted based on complete inspection of all requirements unless an approved sampling plan is defined and incorporated in the Exodus contract. When authorized by Exodus, a Lots of parts may be accepted based on a sample inspection of the critical features of the parts. All sampling plans must meet the requirements of ANSI/ASQC Z1.4 (formerly MIL-STD-105) and demonstrate that parts meet all drawings, specifications and purchase order requirements.

**EQC-12 Temperature/Shelf Life Sensitive Materials**

The Supplier is required to provide certifications for temperature and age sensitive materials, i.e. epoxies, paints, prepregs, adhesives, etc., which reflect date of manufacture, date of test, shelf life, expiration date, and storage temperature as it applies to each lot/batch. Container label(s) must also reflect applicable lot/batch number(s), storage temperature and expiration date. You must not ship materials having less than 90% shelf life remaining without the written approval of the Exodus Purchasing Agent.

**EQC-13 Certificate of Analysis (C.O.A.) / Test Report**

The Supplier is required to provide a C.O.A. or Test Report, and test data as required by the applicable specifications, drawings, and/or Purchase Order requirements for testing performed. Each C.O.A. or Test Report shall be traceable to the material or parts tested including the specification or drawing revision level. The C.O.A. or Test Report shall include the testing method(s) used. Signature and title of authorized representative of the performing organization, and the applicable specification.

**EQC-14 Exodus Source Inspection Required**

This Purchase Order requires that Exodus Source Inspection be performed prior to shipments. Please notify Purchasing Agent, 1 week in advance of the date source inspection will be required at your facility if at all possible. Exodus Inspection does not preclude subsequent inspection nor does it relieve the supplier of the responsibility of providing an acceptable product.

**EQC-15 Exodus and/or Exodus's Customers Mandatory Inspection Points**


Work under this Purchase Order/contract is subject to Exodus or Exodus's Customer witness inspection at supplier's facility and/or sub-tier supplier's facility. The supplier shall be notified 48 hours in advance of the date if a witness inspection is to be conducted.

**EQC-16 Government Source Inspection**

Government Source Inspection is required prior to shipment from your facility. Upon receipt of this Purchase Order, promptly notify the Government Representative who normally services your plant so that appropriate planning for Government inspection can be accomplished.

**EQC-17 Supplier Sub tier Process Control**

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All requirements invoked or applied to Exodus's customer purchasing order, including this clause, shall be flowed down to the Exodus's suppliers and the supplier's sub-tier suppliers. The Supplier shall notify Exodus if the supplier is using a sub-tier supplier.

**EQC-18 Measuring and Test Equipment Calibration System**

The supplier shall establish and maintain documented procedures to control, calibrate and maintain inspection, measurement and test equipment (including test software and tooling), used by the supplier to demonstrate the conformance of product to the specified requirements, in accordance with ANSI Z540 -1 (formerly MIL-STD-45662), ISO 10012-1, or ISO 17025.

**EQC-19 Prohibited Materials**

The use of pure unalloyed tin is prohibited in the construction and surface finish of space hardware. Parts with tin alloys containing less than 97% tin are acceptable. The use of cadmium or zinc is prohibited in the construction and surface finish of space hardware. Parts containing cadmium alloys or zinc alloys (e.g. brass) must be completely over plated with an approved metal. Any exceptions to these prohibitions must be approved in advance by Exodus in writing.

**EQC-20 Acquisition / Use of Non-Domestic Specialty Metals**

The seller agrees not to incorporate into any articles to be delivered under this purchase order, specialty metals not melted in the United States, its possessions, Puerto Rico, or a qualifying country. Specialty metals are defined in Defense Federal Acquisition Regulation Supplement (DFARS 252.225-7014 and its Alternate 1). Qualifying countries are listed in DFARS 225.872-1(a).

In addition, all articles containing specialty metals must follow all applicable contract requirements.

**SELLER FURNISHED MATERIAL CERTIFICATION FOR SPECIALTY METALS ONLY**


Seller shall document and maintain material certification containing the following:

- 1) Description of the material used in the manufacture of the end-item.
- 2) Material specifications.
- 3) Lot, heat or batch number identification.
- 4) Source of procurement.
- 5) Origin of material.
- 6) Name and location of Melting facility.
- 7) Name and Location of mill.
- 8) Mill certification.
- 9) All other requirements as specified in the applicable raw material specification including chemical and physical analysis.

**Note: Seller shall retain certification for a period of no less than seven (7) years after final payment.**

**Note: Specialty Metals are defined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7014, Preference for Domestic Specialty Metals, and its Alternate I.**

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**EQC-21 Foreign Object Debris (FOD) Prevention Program**

The supplier shall establish and maintain effective foreign object debris (FOD) prevention program to eliminate FOD in items delivered to Exodus. Industry specification NAS412 may be used as a guideline in complying with this clause. The written procedures/policies developed by the supplier shall be subject to Exodus review and audit.

**EQC-22 Right of Access:**

Exodus, Exodus's customer, and regulatory authorities reserve the right to conduct a survey/audit of the supplier's facility and the supplier's sub-tier suppliers to determine their capability to comply with the requirements of the purchase order. The supplier will be notified 48 hours in advance of the date that a survey/audit will occur.

**EQC-23 Records Retention**

Supplier records required to demonstrate conformance of product, shall be on file and available for review by Exodus, Exodus's customer or regulatory authorities upon request. Records shall be retained for a minimum of seven (07) years after final payment or longer as required by Exodus customers. The supplier shall notify Exodus in writing at least thirty (30) days prior to destruction of records, and must comply with any written response from Exodus requesting a delay of such destruction.

**EQC-24 Changes to Process**

The supplier shall notify Exodus of any changes of, product, processes, suppliers, and facilities processing lines, primary manufacturing equipment for standard processes, and points of contact for Exodus.

**EQC-25 Supersede:**

The supplier shall contact Exodus to request written clarification or correction from purchasing in the event of conflict between the purchase order's stated requirements, purchase order's summarized quality clauses, and data package requirements where supersedence is not specified.


**EQC-26 Changes to Quality System**

Supplier shall notify Exodus of loss or suspension of certification or eligibility for AS9100, ISO13485, ISO 9001:2008, or ITAR.

**EQC-27 Customer Special Process Flow-Down Requirements (Specific)**

This clause mandates that certain processes must be performed by Exodus's Customer Approved Suppliers/Processors (see customers Approved Supplier Lists) and must be flowed-down to Exodus's sub-tier suppliers on issued purchase orders.

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Such requirements include: Boeing's Quality Code Q020 for use suppliers on Boeing's approved supplier list (D1 -4426), H900 material substitution, and General Provisions (GP1).

**EQC-28 Digital Product Definition / Model Based Definition Contract**

When required, Exodus will supply required models and data in Digital Format. Supplier shall conform to Exodus's Customer's requirements for DPD / MBD processes prior to delivery of a procured product or service. Exodus has the right to audit Supplier's DPD process and certification.

**EQC-29 Chain of Custody Requirements**

Full chain of custody certifications from the mill or manufacturer, through all distributors and/or processors to the supplier's facility are required. Certification packages shall include clear traceability from each node in the supply chain to the vendor's facility. For example, for machined components, material certifications and outside processor certifications must indicate delivery to the Supplier's custody.

**EQC-30 Counterfeit Parts & Materials**

Supplier shall have a counterfeit parts avoidance, detection, mitigation, and disposition program meeting the requirements of Aerospace Standard AS5553. Seller shall only deliver authentic components, devices, pieces, material, modules, 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 documentation that authenticates and provides traceability of the parts to the applicable OEM or OCM.

**EQC-31 Responsibility**

Quality Assurance Manager for each supplier are required to ensure that their personnel are aware of:

- Their contribution to product or service conformity;
- Their contribution to product safety;
- The importance of ethical behavior

**EQC-32 Digital Product Definition at Boeing Suppliers**

The supplier shall adhere to Boeing's process specification D6-51991 (<http://www.boeingsuppliers.com/supplier/D6-51991.pdf>), Quality Assurance Standard for Digital Product Definition at Boeing Suppliers. This includes all process controls, sub-tier documents and first article reporting (FAI) requirements.

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