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1. Scope

This document provides the full text wording of the Quality Assurance Clauses selectively incorporated by reference in Purchased Orders issued by Fralock, Advanced Flex and Interconnect Division (AFIP), Chatsworth, CA. The supplier shall be responsible for full compliance with each clause assigned within the Fralock-Chatsworth Purchase Order. In case of conflict or lack of clarity in the Quality Clauses, the supplier shall be responsible for contacting Fralock-Chatsworth for clarification of assigned Quality Clauses. These provisions supplement the presently existing terms and conditions of the Purchase Order. If no document revision has been listed on documents invoked herein, the latest revision shall apply.

2. General Quality Clauses

201 Quality Assurance Control Programs and Systems:

The supplier shall maintain a quality system which assures that only items that are compliant with the requirements of the purchase Order and its referenced drawings and specifications are submitted to Fralock-Chatsworth. Unless otherwise specified, clauses **201a**, **201d**, **201e** and **201f** apply to all suppliers. Other clauses only apply if specifically noted on the Purchase Order. By virtue of submittal, the supplier certifies that such requirements have been met or that Fralock-Chatsworth has accepted non-conformances in writing.

- a) The supplier shall implement and maintain a quality program in accordance with ISO 9001, Quality Management System Requirements. Proof of certification by an accredited registrar is required. If the supplier is not certified to ISO 9001, the supplier may be required to complete a Supplier Quality System-Assessment Checklist and provide a copy of their quality manual for review. The supplier may provide proof of certification to other acceptable quality system standards.
- b) The supplier shall maintain a documented and structured quality system that ensures product / process conformity to the customer requirements. As a minimum, the documented quality system shall include the following:
 - Contract Review
 - Document/Data Control
 - Product Identification and Traceability
 - Process Control
 - Inspection and Test
 - Control of Inspection, Measuring and Test Equipment
 - Control of Nonconforming Product
 - Corrective and Preventive Action
 - Handling, Storage, Packaging and Delivery
- c) **Requirements for Distributors:**

The distributor furnishing material not of its own manufacture, shall identify the manufacturer and location of the manufacturer of each item furnished under the

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Purchase Order. When items are identified by Fralock-Chatsworth part number, the distributor shall provide complete information as to the original manufacturer and original manufacturer's part number. Such identification shall be submitted with each shipment.

- d) Corrective Action and Disposition System:**
The supplier shall establish and maintain a corrective action system to handle and disposition nonconforming material. Any specific exceptions will be specified on the Purchase Order.
 - e) Calibration System Requirements:**
The supplier shall maintain a system of calibration which demonstrates traceability to the National Institute of Standards and Technology (NIST) for measurement and test equipment used to verify conformance to the Purchase Order.
 - f) Electrostatic Discharge (ESD):**
The supplier shall establish and maintain a program for Electrostatic Discharge control per ANSI/ESD S20.20 or MIL-STD-1686 or an equivalent specification.
- 202 Material Review Authority:**
Is not granted by this Purchase Order. Non-conforming material shall not be submitted unless supplier has made a written request and has received written approval from Fralock-Chatsworth prior to shipment.
- 203 Unauthorized Repairs- Parts:**
Damaged or found to be non-conforming during fabrication shall not be repaired by means of welding, brazing, plating, splicing, soldering or adhesive without written approval from Fralock-Chatsworth.
- 204** Fralock-Chatsworth customers and/or Government representatives have the right to conduct surveys, audits and surveillance of the supplier's facilities, or those of the supplier's subcontractors at any time with prior coordination, to determine the capability to comply, and to verify conformance, with the requirements of the Purchase Order. They also have the right to perform inspection at the supplier's facilities, or those of supplier's subcontractors with prior coordination, during the period of manufacture and inspection prior to shipment. The supplier shall provide all reasonable facilities, equipment and assistance to aid said personnel in the performance of their duties.
- 205** Unless otherwise specified, drawings, specification, standards and document listings shall be the issue currently in effect on the date of the Purchase Order.
- 206** The supplier shall flow down to the sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics and special processes i.e. plating, welding, etc. where required.

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- 207** Fralock-Chatsworth shall refuse to accept items delivered under the Purchase Order if the supplier fails to submit certifications, documentation, test data and reports specified on the Purchase Order. Submitted documentation, including signatures and stamps, must be legible. Documents requiring corrections shall comply with the following requirements:
- Each error must be lined through once.
 - The correct information must be entered near the error.
 - Each entry must be initialed/stamped and dated.
 - The use of correction tape/fluid is prohibited.
- 208** The supplier shall note the Fralock-Chatsworth Purchase Order number, part number and revision (revision only when applicable) on submitted documentation.
- 209** **Records Retention:**
Unless otherwise specified, records related to the manufacture of delivered products shall be maintained for a minimum of ten (10) years after final payment of subject Purchase Order. Copies of subject records shall be submitted to Fralock-Chatsworth upon request. The supplier shall notify Fralock-Chatsworth 90 days prior to records disposal. Fralock-Chatsworth reserves the right to have said records delivered in lieu of disposal.
- 210** Test and measurement tools/equipment used to determine the acceptability of delivered items shall be maintained in accordance with ANSI/NCL Z540-1-1997, "Calibration System Requirements" or an equivalent specification.
- 211** **Non-conforming Materials:**
Any departure from drawings, specifications or other Purchase Order requirements must be presented to Fralock-Chatsworth for disposition. Fralock-Chatsworth customers must approve deviations from drawings or specifications prior to shipment of materials / products from supplier's facility.
- 212** **Re-submission of Rejected Materials:**
Materials rejected by Fralock-Chatsworth and subsequently re-submitted by the supplier to Fralock-Chatsworth shall bear adequate identification of such re-submission either with the material or on the supplier's shipping document. Reference shall be made to Fralock-Chatsworth rejection document Non-conforming Material Report (NCMR#), Fralock-Chatsworth lot number and satisfactory evidence given that the causes for rejection have been corrected.
- 213** **Corrective Action:**
When applicable, corrective action may be required for any non-conforming/failure mechanisms. A corrective action plan detailing the proposed permanent corrective actions shall be submitted and implemented within the specified time given in

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Fralock-Chatsworth Supplier Opportunity for Improvement (SOFI). Severe consequences

may be imposed due to the supplier's repeated lack of timely response which may include downgrading the Approved Supplier Listing (ASL) status and/pr removal from the ASL.

214 Electrostatic Discharge (ESD):

Electronic parts and assemblies that are ESD shall be suitably identified and protected from static field and discharge during the supplier's manufacturing process, including material packaging and shipment. ESD parts or assemblies not suitably protected when inspected by Fralock-Chatsworth shall be subject to rejection and replacement. Subject materials shall be compliant with ANSI / ESD S20.20 or MIL-STD-1686 or an equivalent specification.

215 Change of Product or Process:

The supplier shall not change any drawing, process, material or procedure without prior written approval from Fralock-Chatsworth, Only if such drawing, process, material or procedure was originally approved by Fralock-Chatsworth. The supplier shall not change any process, material or procedure from that used to qualify items or which was used by the supplier to become a qualified source without notification to Fralock-Chatsworth and written approval from the originator prior to implementation. The supplier's inspection system shall provide procedures which assure that the latest applicable drawings and specifications are used.(COTS) Commercial Off The Shelf items do not apply.

216 Certification of Conformance (C of C):

Unless otherwise specified on the Purchase Order, the supplier shall provide a C of C conforming to paragraph **216a** for all materials and **216b** or **216c** for the specific materials noted in those paragraphs. Requirements for other sub-paragraphs of **216** shall be specified on the Purchase Order.

a) Certification of Conformance (General):

The supplier shall submit with each shipment a Certification of Conformance stating that parts, materials, processes and testing furnished to Fralock-Chatsworth are in accordance with applicable requirements of the Purchase Order. The certification shall state that the supplier has on file all available data for examination and evidence of conformance to applicable specifications. The certification shall include as a minimum, the following information:

- Suppliers Name
- Fralock-Chatsworth Purchase Order Number
- Part Number and Revision (Revision only when applicable)
- Devise Type or Part Name

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- Lot No. and/or Date Code, If applicable
- Quantity
- Statement Certifying Product / Process Conformance
- Date and Signature of Authorized Company Agent

b) Certification of Conformance (PWB):

The certification is to meet QC # **216a** and also to include:

- Certification to PWB drawing and fabrication specification
- Lot Identification Number (Internal Tracking Number)
- Existing or assigned lot serialization series or individual serial numbers (as applicable).

c) Certification of Conformance (Age Dated Material):

The certification is to meet QC# **216a** and also to include:

- Lot/Batch number
- Storage temperature and any other storage requirement
- Expiration Date
- Manufacture Date

Note: Any Age Dated Material received at Fralock-Chatsworth with less than 80% of its shelf life remaining. Will be returned to the supplier for replacement.

d) Material Certification:

The supplier shall submit raw material certifications obtained from the manufacturer with each shipment certifying conformance to specification requirements.

e) Material Declaration:

The supplier shall submit a Material Declaration consistent with IPC-1065 (or equivalent), obtained from the manufacture, with each shipment certifying conformance to RoHS requirements.

f) Process Certification:

The supplier shall submit with each shipment a Certification of Conformance for all processes performed per specified requirements. If a process was subcontracted, a copy of the subcontractors Certification of Conformance shall also be supplied.

g) Material Safety Data Sheet:

The supplier shall submit a Material Safety Data Sheet (MSDS) with each shipment.

217 Identification:

Parts or subassemblies shall be identified by Fralock-Chatsworth specification or drawing number including the revision level as referenced on Fralock-Chatsworth Purchase Order. Fralock-Chatsworth part number shall be clearly identified as part of the unit marking and/or stick –on labels for bags, intermediate and shipping boxes/containers.

218 Product Date Codes:

The supplier shall provide product with only one date code per part number whenever possible; however, if product with multiple date codes are submitted, then they shall all be packaged separately in reels, tubes, bags, etc. and the container

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(individual or batch) shall be identified with a date code in addition to other required markings.

219 Statement of Work (SOW):

When specified on Fralock-Chatsworth Purchase Order, items/materials shall be subjected to additional requirements per SOW. Items that do not comply with stated SOW requirements shall be rejected by Fralock-Chatsworth.

220 Facility Change:

The supplier shall not use or relocate any production, manufacturing and/or processing facilities during performance of the work specified on the purchase Order from those production, manufacturing or process facilities approved by Fralock-Chatsworth without promptly notifying Fralock-Chatsworth and affording Fralock-Chatsworth an opportunity to examine such facilities for conformance with Quality Assurance requirements.

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221 Prohibited Materials:

The use of pure unalloyed tin is prohibited in the construction and surface finish of space hardware. Only alloys containing 97% tin or less are acceptable. The use of cadmium or zinc is prohibited in the construction and surface finish of space hardware. 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 Fralock-Chatsworth.

222 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) The 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 and other electronic component parts delivered shall be from the Original Component Manufacture (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 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 supply chain intermediaries from the original manufacturer to the final source of the product delivered to Fralock-Chatsworth.
Note: Distributors shall, in addition to the above, include their company's certification (Certification 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 Fralock-Chatsworth immediately in writing and get authorization to purchase this product.
- f) Notification: Should supplier become aware of confirmed counterfeit parts that, by any means, have been or have not been delivered to Fralock-Chatsworth or acquired for this contract, notification shall be made as soon as possible but no later than seven (7) days of discovery to Fralock-Chatsworth Buyer. Seller should verify Fralock-Chatsworth 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 counterfeit and or suspect counterfeit parts and make these available for investigation by appropriate government authorities.

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- 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.

3. Surveillance and Inspection

301 Fralock-Chatsworth Source Inspection (CSI):

Unless otherwise specified, source inspection by Fralock-Chatsworth is required for this Purchase. This may include surveillance of the product, supplier’s quality system, processes, procedures and facilities. The supplier/ seller shall notify Fralock-Chatsworth Quality Representative at least three (3) working days prior to required date for CSI.

302 Government Source Inspection (GSI):

Government inspection is required prior to shipment of material or item from supplier’s facility. Upon receipt of this Purchase Order, promptly furnish a copy to the designated government representative who services your plant. In the event the government office cannot be located, notify Fralock-Chatsworth purchasing representative immediately.

303 First Article Inspection (FAI):

Suppliers providing material against a part numbered component or assembly drawings, must perform a First Article Inspection consisting of dimensional / workmanship inspection, configuration verification, and testing of equipment. The supplier is to submit a detailed First Article Inspection Report with delivery. Verification / update of the FAI is required following implementation of engineering and manufacturing method changes or delivery / inactivity of one year. The First Article Inspection Report shall include, as a minimum, the following information:

- Suppliers Name
- Fralock-Chatsworth Purchase Order Number
- Part Number and Revision
- Verification of all drawing notes
- Verification of QAP’s, program directives, or SOW requirements
- Record all dimensional requirements with tolerances
- Record all actual measurements
- Lot Identification No. (Internal Tracking No.)
- Signature of a responsible representative and date

4.0. Specific Commodity Quality Clause

401 TBD

5.0. Packaging, Marking and Labeling

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- 501** The supplier shall have a system for controlling and monitoring proper handling, preservation, storage, packaging and shipping processes to protect the quality of deliverable materials and to prevent their damage, deterioration and degradation. Protection shall be provided to prevent physical damage, to prevent twisted and entangled leads and to maintain leads and terminals in the manufactured conditioned under handling and transportation environments. The packaging material shall not in any way affect the solderability of the components.
- a) **ESD:**
All materials, components or assemblies susceptible to being degraded, damaged or destroyed by electrostatic discharge ESD shall be packaged in sealed ESD protective containers that will protect contents from turboelectric charging, direct contact with charged objects and electrostatic fields. Bulk packaging is not acceptable. Intermediate packaging shall be clearly labeled to include that the contents are subject to damage or degradation by electrostatic discharge.
 - b) **Tape and Reel:**
Shall be appropriate for the component size and/or defined in Fralock-Chatsworth procurement document.
 - c) **Bulk Pack:**
When required, appropriate material shall be inserted into the intermediate container to prevent damage during shipping/handling/storage.
 - d) **Rail:**
Conductive non-conductive rail with non conductive or antistatic foam plugs at both ends of the rail to prevent movement.
 - e) **Moisture Sensitive Devices:**
All moisture sensitive devices as defined by J-STD-020 must be packaged in compliance with the requirements of J-STD-033.
 - f) **Special Packaging Requirements:**
A separate attachment, referenced on the Purchase Order, delineates the special packaging requirements.
- 502** **Marking and Labeling:**
All components, sub-assemblies and assemblies shall be marked in accordance with the requirements of MIL-STD-130 unless otherwise specified on the Purchase Order or in the applicable drawing or specifications.
- a) **Lot Identification:**
Items furnished under this Purchase Order shall be identified by the supplier identification code (e.g. Cage Code, Logo etc.) and manufacturing lot or batch

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number. Where impractical to stamp individual components due to size or shape, the lot or batch number shall be stamped or marked on an identifying tag or the smallest unit package and shall be referenced on the packing list, certifications and other applicable documents.

b) Item Serialization:

Each item furnished under this Purchase Order shall be permanently marked with a unique / sequential serial number (regardless of date code or lot number). Locate serial number per the requirements of the drawing or Purchase Order. The individual serial numbers for the delivered material shall be referenced on the Certificate of Conformance from the manufacturer or supplier.

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- c) **Date Code:**
Each item furnished under this Purchase Order shall be permanently marked with a date code representing the year and week of manufacture.
- d) **Unique Date Code:**
The supplier shall provide all items identified on this Purchase Order with only one (1) manufacturer's date code per Purchase Order line item for the listed quantity.
- e) **Traceability: Raw Material:**
Materials used shall be identified by lot number, material type, specification and applicable revision, and be traceable to records of acceptance. Parts fabricated by the supplier shall be traceable to the lot number(s) of materials used. Traceability records shall be available for review by Fralock-Chatsworth and supplied upon request.
- f) **Marking Permanency:**
Item marking for Electrical / Electrical Components and Assemblies shall be resistant to solvents per MIL-STD-202 Method 215.

6.0. Notices and Rating

- 601 **Notices: International Traffic in Arms Regulations (ITAR)** - Buyer Document(s) supplied to Seller under this Purchase Order contain(s) technical data as defined in the U.S International Traffic in Arms Regulations section 22 C.F.R section 120.10. The technical data may not be exported, disclosed or association, as defined in the ITAR section 22 C.F.R section 120.16 whether in the United States or aboard, without the prior written approval of the U.S Department of State.
- 602 **Ratings: Defense Priorities and Allocations System (DPAS)** - As a rated order certified for national defense use, Seller is required to follow provisions of the DPAS regulations (15 CFR Part 700) in obtaining controlled materials and other products, service and materials needed to satisfy this order.
 - a. If this is a DX rated order, Seller must promptly provide Buyer with written acceptance or rejection of this order within fifteen (15) working days after receipt.
 - b. If this order is a DO rated order, Seller must promptly provide Buyer with written acceptance or rejection of this order within fifteen (15) working days after receipt.

Seller must include in a written rejection of a rated order the reasons for the rejection. Seller's written acknowledgment of this rated order shall constitute written acceptance of the DPAS rating.

NOTE: The applicable DX or DO rating will appear on the Customers Purchase Order.

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603 Notices: Preference for Domestic Specialty Metals (DFARS 252.225-7014 Alternate 1) -

- a. Definitions. As used in this clause:
 - 1. "Qualifying County" means any county listed in subsection DFARS 225.872-1
 - 2. "Specialty metals" means (i) Steel with a maximum alloy content exceeding one or more of the following limits: manganese (1.65%), silicon (0.60%) or copper (0.60%); or containing more than titanium, tungsten, or vanadium; (ii) Metal alloys consists of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10%; (iii) Titanium and titanium alloys; or (iv) Zirconium and zirconium base alloys.
- b. Any specialty metals incorporated in articles delivered under this contract shall be melted in the United States or its outlying areas.
- c. This clause does not apply to specialty metals melted in as qualifying county or incorporated in an article manufactured in a qualifying county.
- d. The Contractor shall insert the substance of this clause including this paragraph (d), in all subcontractors for items containing specialty metals.

Notices: Restriction on Acquisition of Specialty Metals (DFARS 252.225-7008)

As prescribed in [225.7003-5](#) (a)(1), use the following clause:

RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)

(a) *Definitions.* As used in this clause—

"Alloy" means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).

(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

"Produce" means—

- (i) Atomization;
- (ii) Sputtering; or
- (iii) Final consolidation of non-melt derived metal powders.

"Specialty metal" means—

(i) Steel—

(A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or

(B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of—

(A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or

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(B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;

(iii) Titanium and titanium alloys; or

(iv) Zirconium and zirconium alloys.

“Steel” means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

(b) Any specialty metal delivered under this contract shall be melted or produced in the United States or its outlying areas.

Restriction on Acquisition of Certain Articles Containing Specialty Metals. (DFARS 252.225-7008)

As prescribed in [225.7003-5\(a\)\(2\)](#), use the following clause:

RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (MAR 2013)

(a) *Definitions.* As used in this clause—

“Alloy” means a metal consisting of a mixture of a basic metallic element and one or more metallic, or non-metallic, alloying elements.

(i) For alloys named by a single metallic element (e.g., titanium alloy), it means that the alloy contains 50 percent or more of the named metal (by mass).

(ii) If two metals are specified in the name (e.g., nickel-iron alloy), those metals are the two predominant elements in the alloy, and together they constitute 50 percent or more of the alloy (by mass).

“Assembly” means an item forming a portion of a system or subsystem that—

(i) Can be provisioned and replaced as an entity; and

(ii) Incorporates multiple, replaceable parts.

“Commercial derivative military article” means an item acquired by the

Department of Defense that is or will be produced using the same production facilities, a common supply chain, and the same or similar production processes that are used for the production of articles predominantly used by the general public or by nongovernmental entities for purposes other than governmental purposes.

“Commercially available off-the-shelf item”—

(i) Means any item of supply that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under this contract or a subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means any item supplied to the Government as part of an end item or of another component.

“Electronic component” means an item that operates by controlling the flow of electrons or other electrically charged particles in circuits, using interconnections of electrical devices such as resistors,

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inductors, capacitors, diodes, switches, transistors, or integrated circuits. The term does not include structural or mechanical parts of an assembly containing an electronic component, and does not include any high performance magnets that may be used in the electronic component.

"End item" means the final production product when assembled or completed and ready for delivery under a line item of this contract.

"High performance magnet" means a permanent magnet that obtains a majority of its magnetic properties from rare earth metals (such as samarium).

"Produce" means—

- (i) Atomization;
- (ii) Sputtering; or
- (iii) Final consolidation of non-melt derived metal powders.

"Qualifying country" means any country listed in the definition of "Qualifying country" at [225.003](#) of the Defense Federal Acquisition Regulation Supplement (DFARS).

"Required form" means in the form of mill product, such as bar, billet, wire, slab, plate, or sheet, and in the grade appropriate for the production of—

- (i) A finished end item to be delivered to the Government under this contract; or
- (ii) A finished component assembled into an end item to be delivered to the Government under this contract.

"Specialty metal" means—

- (i) Steel—
 - (A) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
 - (B) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium;

(ii) Metal alloys consisting of—

- (A) Nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or
- (B) Cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent;
- (iii) Titanium and titanium alloys; or
- (iv) Zirconium and zirconium alloys.

"Steel" means an iron alloy that includes between .02 and 2 percent carbon and may include other elements.

"Subsystem" means a functional grouping of items that combine to perform a major function within an end item, such as electrical power, attitude control, and propulsion.

(b) *Restriction.* Except as provided in paragraph (c) of this clause, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country.

(c) *Exceptions.* The restriction in paragraph (b) of this clause does not apply to—

- (1) Electronic components.
- (2)(i) Commercially available off-the-shelf (COTS) items, other than—
 - (A) Specialty metal mill products, such as bar, billet, slab, wire, plate, or sheet, that have not been incorporated into COTS end items, subsystems, assemblies, or components;

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- (B) Forgings or castings of specialty metals, unless the forgings or castings are incorporated into COTS end items, subsystems, or assemblies;
- (C) Commercially available high performance magnets that contain specialty metal, unless such high performance magnets are incorporated into COTS end items or subsystems; and
- (D) COTS fasteners, unless—
- (1) The fasteners are incorporated into COTS end items, subsystems, assemblies, or components; or
 - (2) The fasteners qualify for the commercial item exception in paragraph (c)(3) of this clause.
- (ii) A COTS item is considered to be “without modification” if it is not modified prior to contractual acceptance by the next higher tier in the supply chain.
- (A) Specialty metals in a COTS item that was accepted without modification by the next higher tier are excepted from the restriction in paragraph (b) of this clause, and remain excepted, even if a piece of the COTS item subsequently is removed (e.g., the end is removed from a COTS screw or an extra hole is drilled in a COTS bracket).
- (B) Specialty metals that were not contained in a COTS item upon acceptance, but are added to the COTS item after acceptance, are subject to the restriction in paragraph (b) of this clause (e.g., a special reinforced handle made of specialty metal is added to a COTS item).
- (C) If two or more COTS items are combined in such a way that the resultant item is not a COTS item, only the specialty metals involved in joining the COTS items together are subject to the restriction in paragraph (b) of this clause (e.g., a COTS aircraft is outfitted with a COTS engine that is not the COTS engine normally provided with the aircraft).
- (D) For COTS items that are normally sold in the commercial marketplace with various options, items that include such options are also COTS items. However, if a COTS item is offered to the Government with an option that is not normally offered in the commercial marketplace, that option is subject to the restriction in paragraph (b) of this clause (e.g. - An aircraft is normally sold to the public with an option for installation kits. The Department of Defense requests a military-unique kit. The aircraft is still a COTS item, but the military-unique kit is not a COTS item and must comply with the restriction in paragraph (b) of this clause unless another exception applies).
- (3) Fasteners that are commercial items, if the manufacturer of the fasteners certifies it will purchase, during the relevant calendar year, an amount of domestically melted or produced specialty metal, in the required form, for use in the production of fasteners for sale to the Department of Defense and other customers, that is not less than 50 percent of the total amount of the specialty metal that it will purchase to carry out the production of such fasteners for all customers.
- (4) Items manufactured in a qualifying country.
- (5) Specialty metals for which the Government has determined in accordance with DFARS [225.7003-3](#) that specialty metal melted or produced in the United States, its outlying areas, or a qualifying country cannot be acquired as and when needed in—
- (i) A satisfactory quality;
 - (ii) A sufficient quantity; and
 - (iii) The required form.
- (6) End items containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty

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metals in the end item, as estimated in good faith by the Contractor. This exception does not apply to high performance magnets containing specialty metals.

(d) *Compliance for commercial derivative military articles.*

(1) As an alternative to the compliance required in paragraph (b) of this clause, the Contractor may purchase an amount of domestically melted or produced specialty metals in the required form, for use during the period of contract performance in the production of the commercial derivative military article and the related commercial article, if—

(i) The Contracting Officer has notified the Contractor of the items to be delivered under this contract that have been determined by the Government to meet the definition of “commercial derivative military article”; and

(ii) For each item that has been determined by the Government to meet the definition of “commercial derivative military article,” the Contractor has certified, as specified in the provision of the solicitation entitled “Commercial Derivative Military Article—Specialty Metals Compliance Certificate” (DFARS [252.225-7010](#)), that the Contractor and its subcontractor(s) will enter into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

(A) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(B) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(2) For the purposes of this alternative, the amount of specialty metal that is required to carry out production of the commercial derivative military article includes specialty metal contained in any item, including COTS items.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause in subcontracts for items containing specialty metals, to the extent necessary to ensure compliance of the end products that the Contractor will deliver to the Government. When inserting the substance of this clause in subcontracts, the Contractor shall—

(1) Modify paragraph (c)(6) of this clause as necessary to facilitate management of the minimal content exception;

(2) Exclude paragraph (d) of this clause; and

(3) Include this paragraph (e).

Exemptions to requirements of the above clauses may exist, as outlined in the clauses themselves or by operation of the applicable Department of Defense Domestic Non-Availability Determinations (DNAD) posted on its public web site for that purpose.

604 Conflict Minerals
Dodd-Frank Act, Section 1502

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In 2010, a US federal law was passed concerning "Conflict Minerals" [Tantalum (TA), Tungsten (W), Tin (Sn) and Gold (Au)], originating from the Democratic Republic of the Congo (DRC) or adjoining countries. (see proposed rules at <http://www.sec.gov/news/press/2010/2010-245.htm>). The proposed rules reference the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, (<http://www.oecd.org/dataoecd/62/30/46740847.pdf>), which guides suppliers to establish policies due diligence frameworks, and management systems. We encourage all our suppliers to take appropriate due diligence and continuous monitoring of both your direct and indirect supply chain to avoid procurement or use of Conflict Minerals. The Electronics Industry Citizenship Coalition (EICC) and the Global e-Sustainability Initiative (GeSi) are committed to work with the industry to collect the sourcing information related to Conflict Minerals. Conflict Minerals Reporting is consistent with the EICC and GeSi's related activities including the Conflict Free Smelter (CFS) Program. Having the Due Diligence tool in place will help you to standardize and facilitate the collection of information from your supply base.

605 RoHS

RoHS Compliant

When Fralock-Chatsworth receives RoHS compliance requirement from its customer, Career must flow down the requirement to its suppliers. When RoHS compliance is required on Career Purchase Orders, the Supplier is responsible for providing on the Certification of Compliance that the product or services are RoHS compliant. It is the Supplier's responsibility to keep current with the latest requirements of RoHS. If Career receives any RoHS compliant materials or services and the Certification of Compliance does not state that all products and services are RoHS compliant, the product or service will be rejected and subject to return at the suppliers expense. Restricted Substances -

1. [Lead](#) (Pb)
2. [Mercury](#) (Hg)
3. [Cadmium](#) (Cd)
4. [Hexavalent chromium](#) (Cr⁶⁺)
5. [Polybrominated biphenyls](#) (PBB)
6. [Polybrominated diphenyl ether](#) (PBDE)

606 REACH REACH Compliant

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When Fralock-Chatsworth receives REACH compliance requirement from its customer, Career must flow down the requirement to its suppliers. When REACH compliance is required on Career Purchase Orders, the Supplier is responsible for providing on the Certification of Compliance that the product or services are REACH compliant. It is the Supplier's responsibility to keep current with the latest requirements of REACH. If Career receives any REACH compliant materials or services and the Certification of Compliance does not state that all products and services are REACH compliant, the product or service will be rejected and subject to return at the supplier's expense. Please see below for the latest requirements.

<http://export.gov/europeanunion/reachclp/index.asp>

607 Ensuring that persons are aware of: Their contribution to product service conformity, their contribution to product safety and the importance of ethical behavior.

7.0. Items Not Requiring Quality Assurance Clauses

- Original equipment manufacturing replacement or maintenance parts
- Facility maintenance materials: paint, floor wax, etc.
- Computers, computer parts, all types of electronic items for internal use only.

8.0 Revision History

Date	Revision	Description
2/24/2023	009	<ul style="list-style-type: none"> • Added Clause 8.0 Revision History