

## Phase Four Quality Clauses

### Clauses

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### References

- i) Phase Four Procurement Policy
- ii) Supplier Code of Conduct
- iii) Phase Four Terms and Conditions
- iv) Agreement in which referenced

# PHASE FOUR

## General Quality Clauses

<b>G.01</b>	Surveillance	The Supplier is expected to grant Phase Four access to the facility at reasonable times and access to areas where the production of the item(s) covered by this Purchase Order is taking place. Phase Four reserves the right to conduct surveillance of work-in progress, inspection and/or test at points selected by Phase Four quality.
<b>G.02</b>	Supplier Performance	Phase Four will evaluate suppliers based on the quality of their product, delivery to schedule, survey results, documentation errors and timeliness of responses to requests for corrective action. A history of substandard ratings may be cause for removal of the supplier from the Phase Four Approved Supplier List (ASL). The objective of Phase Four is to receive defect-free parts and complete, error-free documentation, on or before scheduled delivery dates.
<b>G.03</b>	Purchase Order Changes	Any deviations or modifications to existing Purchase Orders are to be transmitted through Phase Four purchasing and will require a Change Order. Verbal changes is considered unofficial instruction to deviate from the Purchase Order and is not allowed. Only a legible the Change Order issued by Phase Four purchasing is considered adequate authority to proceed.
<b>G.04</b>	Non-Disclosure Agreement (NDA)	Supplier shall not provide Phase Four drawings, models, prototypes, supplied parts or services to any person or agency outside their own company, unless with the express permission of Phase Four.
<b>G.05</b>	Notification of Changes	The Supplier shall notify Phase Four prior to any changes to the Suppliers or any sub-tier changes that affect purchase order requirements. A change is identified as any changes in company ownership, materials, configuration, process, sub-tier suppliers, inspection testing methods, techniques and/or facility changes prior to the start of fabrication. Such changes or events may negate all previous Phase Four supplier qualifications, certifications, approval status, and may require re-qualification or re-submittal of a First Article. Supplier requests are to be submitted to Phase Four.
<b>G.06</b>	Deviation from Engineering	When the Supplier discovers that it is necessary to depart from Phase Four engineering drawings and/or specifications for the items procured by the Purchase Order, the Supplier shall submit a request for deviation to Phase Four for review. Any and all changes must be approved in writing from a Phase Four Buyer prior to supplier proceeding with changes.
<b>G.07</b>	Packing and Packaging	The Supplier shall assure that all supplies on the Purchase Order are packed and packaged using materials of a grade, size, and weight, which will provide adequate physical protection from damage and contamination during handling and transport to the point of delivery.
<b>G.08</b>	Flow Down Requirements	All Quality Clauses indicated on the Purchase Order as well as requirements and specifications cited on prints and/or drawings must be flowed down to sub-tier suppliers.
<b>G.09</b>	Document Retention	Supplier shall retain appropriate records, certificates of compliance and test reports for 5 years from date of shipment.
<b>G.10</b>	MRB Authority	MRB Authority is not granted unless specifically authorized by Phase Four.
<b>G.11</b>	Drawings takes precedence	When a specification on a drawing is in direct conflict with a prescribed Quality Clause, the drawing specification takes precedence.

# PHASE FOUR

## Documentation

<b>D.01</b>	Documentation Legibility	The content of all documentation submitted, including signatures, stamps and dates, must be permanent, legible and reproducible.
<b>D.02</b>	Certificate of Conformance	The Supplier shall submit a certification of conformance with each shipment, which states that the product or service supplied is in full conformance with all physical configuration and functional test specifications; that all raw materials used conform to applicable specifications; that any special processes employed on the product conform to applicable specifications; and that inspection and test records, physical and chemical analysis, and process control data is on file and available for examination per the Document Retention Clause (G.10). By furnishing this certification, Supplier represents that the Supplier is the manufacturer or duly authorized distributor, or agent for the manufacturer of the product.
<b>D.03</b>	Certificate of Properties	Each shipment must be accompanied by two (2) legible copies of actual chemical and/or physical test reports identifiable with the material submitted. These reports must contain the signature and title of an authorized representative of the agency performing the tests and must assure conformance to specification requirements.
<b>D.04</b>	Corrections on Documents	Corrections or additions made to any documents provided to Phase Four will require a single line-through the error with the correction next to it, along with the initials of the authorized individual and date corrected. The use of write overs, pencil, whiteout, or correction tape is not allowed. Additions or notations on sub-tier documentation (such as Phase Four PO# added to sub-tier certs) are allowed if supplier includes initials (or stamp) and date of the authorized individual making the notation.
<b>D.05</b>	Supplier Controlled Parts	Items furnished under a Purchase Order for which no Phase Four drawing exists (being proprietary with the Supplier) will be accompanied on the initial shipment a document of how to inspect the part: such as a copy of the Supplier's drawing, specifications, catalog page, etc., to facilitate Phase Four's Receiving Inspection. It is understood that data supplied is not expected to be of a sensitive proprietary type. The Supplier shall notify Phase Four in writing of any changes proposed in product design, fabrication methods, materials, or processes of proprietary products, including those procured from secondary sources and/or includes as assembly components as ordered here under, and shall obtain Phase Four's approval prior to supplying such products on this order. In event of Phase Four approval, Supplier shall identify those articles on which the change is incorporated.
<b>D.06</b>	Material Safety Data Sheet	One copy of the MSDS for each product purchased shall accompany each shipment when a MSDS is applicable.
<b>D.07</b>	Acceptance Test Procedure	Two copies of proposed Acceptance Inspection/Test Procedure for the inspection/test specified in the applicable specifications shall be submitted for Phase Four's approval prior to acceptance. The procedure format shall include the parameters to be measured, step by step method of test, test equipment required, and provisions for recording results in such a manner as to permit recording of each required performance in a clear and concise form. When these procedures refer to test fixtures for acceptance testing, a copy of the schematic of this fixture shall be supplied.

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## Quality and Inspection

<b>Q.01</b>	Lot Traceability	Supplier will ensure traceability to the original manufacturer of each raw material, components and parts used in the manufacture of products delivered to Phase Four and for the traceability to be documented on the CofC.
<b>Q.02</b>	Nonconforming Material, MRB, Variances and Requests for Deviation	The supplier shall maintain a system of material identification and segregation to ensure that non-conforming material is not intermingled with accepted material. The supplier is not authorized to perform material review board (MRB) actions or disposition of nonconforming material with the intent of delivering such material without the express written authorization of Phase Four purchasing. Recommended dispositions or departures from drawings or specifications must be forwarded to Phase Four for approval. The Phase Four Buyer must approve any departures from purchase order requirements.
<b>Q.03</b>	Rework	Prior to any rework starting written authorization from Phase Four is required.
<b>Q.04</b>	Dispositions and Corrective Actions	Previous dispositions shall not be considered precedence for acceptability. Phase Four may request supplier to submit cause and corrective action on discrepancies related to an order. Any material rejected by Phase Four and resubmitted by supplier, shall be identified as resubmitted material and must reference the Phase Four original rejection document and detail all actions taken to correct and prevent recurrence of the discrepancy.
<b>Q.05</b>	Inspection System	The Supplier shall maintain an Inspection System. This system shall be subject to audit by Phase Four's Quality Assurance Representative.
<b>Q.06</b>	Calibration System	The Supplier will maintain a calibration system. These standards are considered as guidance of MIL-STD-45662, ISO 10012-1, ISO 17025 or ANSI Z540-1.
<b>Q.07</b>	Quality System	The Supplier will have a Quality System. These standards are considered as a guidance: AS9003, AS9100 and/or ISO9001.
<b>Q.08</b>	NADCAP Certification	Process performed by the Supplier and/or by subcontractors, such as welding, heat treating, cleaning, electro-plating, anodizing, chemical filming, nondestructive testing, etc. require NADCAP certification for items fabricated under this order.
<b>Q.09</b>	First Article Inspection	First articles must be inspected and accepted by Phase Four prior to a production shipment. The sample lot of first articles, as specified by this order must be inspected for compliance with requirements as specified in the applicable drawing/specification and must be so identified when shipped.
<b>Q.10</b>	Production Tooling	Supplier is held responsible for the control, protection, calibration and care (other than normal wear) of all production and inspection tooling and equipment furnished by Phase Four or paid for by Phase Four for use in performance of Purchase Order requirements. All tooling shall be subject to Phase Four surveillance and/or inspection upon notice. Said tooling, or replacement tooling of equal quality, shall be returned to the Buyer in an acceptable condition upon demand or notice.
<b>Q.11</b>	Source Inspection and/or Customer Verification of Subcontracted Product	Phase Four or a customer representative are required to perform or witness manufacturing inspection or testing of product/services at the Supplier's facility or sub tier supplier, as delegated prior to each shipment. Phase Four reserves the right to conduct surveillance of work-in progress, inspection and/or test at points selected by Phase Four quality.

# PHASE FOUR

## Material Control

<b>M.01</b>	Single Lot	The Supplier shall assign a common lot control number to all items in a manufactured lot - a "Lot" being defined as a quantity that has been manufactured during an uninterrupted period of time following a standard process and using the same material, equipment, facility. Conversely, combined lots to make a single lot is not authorized.
<b>M.02</b>	Shelf Life	The Supplier shall furnish the date of manufacture and the shelf life expiration date on each container shipped. Items will not be accepted by Phase Four where the remaining shelf life is less than 75% of total shelf life from date of manufacture.
<b>M.03</b>	Moisture Sensitive Components and Materials	Moisture Sensitive components must be sealed in a dry pack and labeled
<b>M.04</b>	Age Sensitive Material	The articles furnished in accordance with the Purchase Order are subject to Age Control. Supplier shall mark articles with batch or lot number, date of manufacture, cure date, storage environment, and/or shelf life as applicable. Unless otherwise specified in the Purchase Order, articles subject to age deterioration shall not be supplied when more than 20% of the shelf life has been expanded.
<b>M.05</b>	Preservation and Packaging, FOD and ESD control	Preservation, packaging and packing of all deliverable goods shall be in accordance with the latest revision of ATSM D3951, standard practice for commercial packaging, unless other requirements are specially specified in this order. All parts and materials intended for Phase Four shall be protected against the potential damage from shipping, ESD (Electrostatic Discharge), FOD (Foreign Object Debris), corrosion, moisture, contamination, deterioration or damage by processing, handling, storage at the Seller, or in transit to Phase Four or from any sub-tier supplier.
<b>M.06</b>	Obsolescence Management/End of Life (EOL):	Supplier shall perform obsolescence/EOL analysis of the Bill of Material (BOM). The Bill of Materials is a listing of the raw materials, sub-assemblies, intermediate assemblies, sub-components, parts and quantities of each needed to manufacture the end product. Obsolescence is defined as the loss or impending loss of parts or suppliers of parts or raw materials.
<b>M.07</b>	Test Samples (Coupons)	The supplier shall provide Phase Four with test samples. Each test sample must be clearly and permanently marked with (1) Batch or Lot Number; (2) Date Manufactured; (3) Specification or Material Control Information; (4) Manufacturer's Designation; (5) Purchase Order Number.
<b>M.08</b>	Process Approval	Supplier shall have on file and available for review, certifications of special processes performed by the supplier and their sub tier suppliers such as heat treating, finishing, etc. Special processes such as soldering, welding, heat-treating, electroplating, brazing, anodizing chemical films and non-destructive testing, shall require Phase Four's prior approval of processes, procedures as applicable. The Supplier is responsible for and must certify to special process specification compliance by all subcontractors and must maintain objective evidence thereof.
<b>M.09</b>	Production Tooling	Acceptance of production tooling on this Purchase Order shall be contingent on inspection and acceptance by Phase Four. A representative part produced from this tooling must conform to the dimensions and tolerances as specified on the applicable drawings and specifications.
<b>M.11</b>	Serial Number	The Supplier shall assign permanent, individual serial numbers to all items shipped under this Purchase Order. If Phase Four elects to supply these numbers, they will be listed in the Procurement Documentation. The manner of affixing the serial numbers will also be specified in the Procuring Documentation or on a Phase Four furnished drawing. Material certifications, analysis, test bars, samples, etc., shall be correlated with each serialized item.

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## Compliance and Regulatory Clauses

<b>C.01</b>	Export and Arms Regulations (EAR)	"Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1 The Supplier's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause. The supplier shall consult with Department of Commerce regarding any questions relating to compliance with the EAR. This requirement shall be flowed down to any sub tier suppliers
<b>C.02</b>	Counterfeit Parts	Counterfeit parts means suspect parts that are a copy or substitute without legal right or authority to do so, or whose performance or characteristics are knowingly misrepresented. Supplier agrees and shall ensure that Counterfeit Parts are not contained in delivered products through the implementation of policies that included prevention, detection and risk mitigation methods to protect against their use. In the event Supplier suspects that it has furnished Counterfeit Parts, it shall immediately notify Phase Four and report in writing whether such parts should be replaced with genuine parts, When request by Phase Four, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts. Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for delivery of items that will furnished to or included in products furnished to Phase Four. If the Supplier fails to comply with the requirements of this clause, such failure shall constitute a material breach and Phase Four shall have the right to all available remedies in law and in equality.
<b>C.03</b>	GIDEP Alerts	GIDEP stands for Government Industry Data Exchange Program. This is a network of U.S. Government and industrial organizations that cooperate in identifying and preventing unsuitable or questionable materials from being used. Problems with parts, materials, or equipment that are of mutual concern to NASA and associated suppliers are reported via the GIDEP Alert system. An Alert is a warning that faulty or counterfeit parts or raw materials are in circulation. Alerts are issued by a member of GIDEP. The supplier shall establish a systematic approach to evaluate and respond to GIDEP Alerts forwarded by Phase Four and to investigate, resolve, and document parts and materials problems.
<b>C.04</b>	Specialty Metals	Each shipment shall be accompanied by one legible copy of an approved Certificate of Conformance that certifies the origin of material melt of specialty metals by a qualifying country. Suppliers must use specialty metals melted in United States or its outlying areas. Specialty metals (Steel & metal Alloys*) produced outside of the United States or its outlying areas will not be used or provided unless the country of origin of melting (Qualifying Country) is listed in DFARS 225.872. This requirement shall be flowed down to any sub tier suppliers
<b>C.05</b>	New Materials Only	"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy. Refurbished or Used Parts are not authorized. FAR 52.211-5.