Cleveland Wire Cloth & Manufacturing Co. 3573 East 78th Street, Cleveland, OH 44105 Quality Terms for Purchase Orders

Date: 9/18/2020 PCWC-01, Revision: E

The following terms apply as indicated by the Quality Term Number on the face of the Purchase Order. In the event any term cannot be met, notify Cleveland Wire Cloth and Manufacturing Co. buyer immediately

- 1. Government Right of Inspection: The Government has the right to perform Quality Assurance at the supplier's plant as may be necessary to determine contract requirements on all Supplies/Services included in this contract.
- 2. Customer Right of Inspection: Cleveland Wire Cloth, or its representatives, have the right to inspect any or all work included in this contract at the Supplier's facility.
- 3. Customer Mandatory Source Inspection: Source Inspection by Cleveland Wire Cloth's Customer is required on this contract.
- 4. Cleveland Wire Cloth Final Source Inspection: All work performed under this contract requires Cleveland Wire Cloth inspection and test verification at the Supplier's facility. Notify the Cleveland Wire Cloth Buyer at least seventy-two (72) hours in advance of the item being ready for final source inspection.
- 5. Specific Conformance: The Supplier shall specifically sign and certify that all parts, materials, processes and finished items supplied under this contract were inspected, tested and found to comply with the requirements of this order. Inspection and test data shall be maintained and are subject to Cleveland Wire Cloth's examination. All applicable drawings and/or specifications and their revisions shall be referenced.
- 6. First Article Inspection: The Supplier is required to perform 100% inspection/test and to record the actual data for the first item of this contract. The records shall identify each characteristic, the allowable tolerance limits, and the actual value measured. The First Article Inspection Report must accompany the first part shipment.
- 7. Inspection and Test Reports (Actual): The Supplier shall submit signed material, chemical and physical tests' inspection reports with actual results proving conformance to the applicable drawings and specifications for items shipped under this contract.
- 8. Shelf Life Data: Data shall be provided for items or materials, which are susceptible to quality degradation with age. The Supplier shall provide a signed statement with the starting date, shelf life, expiration date and special storage requirements, if any, to maintain stated shelf life. All shelf life limited items shall have 75% or more of their shelf life remaining at the time of delivery to Cleveland Wire Cloth. If the item has unlimited shelf life, the signed statement shall specify (unlimited).
- 9. Calibration: Test and Measuring equipment, which is used for process control or inspection, must be appropriately calibrated with traceability to an international or nationally recognized standard. The Supplier may use a calibration system that meets the intent of ANSI/NCSL Z540-1, MIL-STD-45662, ISO 17025, ISO 10012-1 or equivalent for compliance with this requirement.
- 10. Quality System Requirements: Supplier is required to provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified by Cleveland Wire Cloth's purchase order.
- 11. Traceability: All items furnished on this contract shall have documentation on file to permit traceability from the delivered item back through its manufacture and inspection to the procurement records on its constituent parts and materials. These records shall be sufficient to prove conformance to all applicable specifications and drawings and shall provide means for identifying all like items. Records shall be retained for a period of time specified in applicable item specifications or ten (10) years if not otherwise specified in this contract.
- 12. Record Retention: Retain all item records pertaining to materials or services provided under this contract for a period of ten (10) years.
- 13. Hazardous Material Data: A Material Safety Data Sheet (MSDS) meeting OSHA regulations shall be provided with hazardous material when delivered to Cleveland Wire Cloth. If material is not hazardous, a signed statement to that effect is acceptable. If you provided an MSDS for this product to Cleveland Wire Cloth in the twelve (12) months prior to the date of this purchase order and no changes occurred in the data, this requirement has been met.

The hazardous material shall be labeled with:

a. Chemical name, common name or trade name;

- b. Appropriate hazard warnings, including exposure health hazards and first aid and emergency procedures; and
- c. Name, address and phone number of the manufacturer or other responsible party.
- 14. Part Identification, Packaging and Shipping: All items and sub-packages, including raw material (wire, plate, bar, sheet, etc.) supplied under this contract shall be identified with complete nomenclature and part number as specified by the applicable drawing, specification, catalog, purchase order, etc. Materials shall be packaged, handled and transported adequately to maintain their reliability and achieve their damage-free delivery to Cleveland Wire Cloth or other designated location. Containers shall be identified on the outside with the Cleveland Wire Cloth Purchase Order Number.
- 15. Preference for Domestic Specialty Metals: Supplier must comply with DFARS 252.225-7014, ALT 1 clause, DFAR 252.225-7008 or 252.225-7009 Restriction on Acquisitions of Certain Articles Containing Specialty Metals. This clause prohibits a prime contractor and all of its sub-tier suppliers from incorporating "specialty metals" (as defined in the clause) into military parts, components and/or end item deliverable, unless the specialty metals have been melted in the United State or a qualifying country as listed in DFARS 225.003. All vendors providing metals or mesh to Cleveland Wire Cloth under this order/contract must ensure metals have been melted in the United States or qualifying country (225.003). All shipments must have the country of melt identified on the raw material certification or certificate of test and accompany the shipment.
- **15A.** Actual Certifications from **melt mill** must accompany vendor certifications at time of shipment. Country of Melt must be listed on certifications.
- 16. Early Delivery Acceptable: Early delivery is acceptable. Partial delivery is not acceptable without prior approval from Cleveland Wire Cloth's purchasing agent.
- 17. Early Delivery NOT Acceptable: Cleveland Wire Cloth will not accept deliveries that are received more than three days prior to the desired "Due Date" as noted on the purchase order.
- 18. International Traffic in Arms Regulations (ITAR): Specifications, drawings or other information provided as part of the purchase contract are not to be placed in the public domain, exported from the U.S., or re-exported, without the prior specific written authorization of Cleveland Wire Cloth and the U.S. Department of State.
- 19. Conflict Minerals: Vendor agrees to comply with Section 1502 of the Dodd-Frank Act, regarding "Conflict Minerals." Vendor shall immediately notify the buyer if material or manufactured product is affected by this requirement.
- 20. F.O.D. Foreign Object/Debris/Damage: All materials supplied to Cleveland Wire Cloth must be free of foreign objects to include contaminants or any material that is not component of the part/material being ordered.
- 21. Substitute or Counterfeit Parts/Materials: All material supplied to Cleveland Wire Cloth must be the material stated on the Certificate of Conformance. Seller shall not deliver work that contains counterfeit items including, but not limited to, software, material and electrical /mechanical parts/assemblies. Seller and its sub-tiers shall comply with the requirements of AS5553 for electronic parts and AS6174 for all other materials. The seller shall have a plan to insure that only new and authentic materials are incorporated into work delivered under this contract. Cleveland Wire Cloth must be notified if any supplied material is suspected of being counterfeit or substituted by a sub-tier vendor.
- 22. Ethics Requirements: Cleveland Wire Cloth (Buyer) is committed to conducting its business fairly, impartially, and in an ethical and proper manner. As our vendor (Seller) you are expected to do the same. If the Seller has cause to believe that the Buyer or any employee or agent of Buyer has behaved improperly or unethically under this contract, Seller shall report such conduct to Buyer. Although Buyer will not use the failure to report improper or unethical behavior as a basis for claiming breach of contract by Seller, Seller is encouraged to exert reasonable efforts to report such behavior when warranted.
- 23. Seller shall maintain an awareness of their contribution to product or service conformity and to product safety.