

# Component Products Corporation

## Terms and Conditions of Purchase

### 1 Table of Contents

<b>1</b>	<b>Table of Contents</b> .....	<b>1</b>
<b>2</b>	<b>Purpose</b> .....	<b>4</b>
<b>3</b>	<b>Definitions</b> .....	<b>4</b>
	Agreement.....	4
	CPC.....	4
	CPC Contract .....	4
	CPC Purchase Order .....	4
	Foreign Object Debris (FOD) .....	4
	Supplier.....	4
<b>4</b>	<b>General Terms and Conditions</b> .....	<b>5</b>
	G001 - CPC Purchase Orders.....	5
	G002 - Provisions for Communication .....	5
	G003 - Order Acceptance.....	5
	G004 - Order Delivery .....	5
	G005 - Packaging/Shipping Requirements .....	6
	G006 - Drawing/Specification Revision Control .....	6
	G007 - Handling, Storage, and Preservation of CPC Property .....	6
	G008 - Right of Access by CPC, CPC Customers, and Regulatory Agencies.....	6
	G009 - Confidential and Proprietary Information.....	6
	G010 - Monitoring of Supplier Performance .....	7
	G011 - Records Retention.....	7
	G012 - Nonconforming Product.....	7
	G013 - Prevention of Counterfeit Goods .....	8
	G014 - Notice of Escapement (NoE) .....	9
	G015 - Rejections.....	9
	G016 - Corrective Action.....	10
	G017 - Competence of Employees.....	10
	G018 - Employee Awareness.....	10
	G019 - Acceptance Authority Media .....	10
	G020 - Notification of Major Changes .....	11
	G021 - Product Traceability.....	11
	G022 - Over Shipment .....	11
	G023 - Under Shipment .....	11
	G024 - Working Conditions and Human Rights .....	12

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

G025 - Ozone Depleting Substances.....	12
G026 - Use of Statistical Techniques for Product Acceptance .....	12
G027 - Conflict Minerals .....	12
G028 - Monitoring and Measuring Equipment .....	13
G029 – Prohibition On Material Substitution .....	13
G030 – Test and Inspection.....	13
G031 – Chemical/Physical Test Reports.....	13
G032 – Certifications .....	13
G033 – Supply Chain Traceability .....	14
G034 – Export Control Laws .....	15
<b>Quality Clauses .....</b>	<b>16</b>
Q001 - Certificate of Conformance (CoC).....	16
Q002 - Boeing Document X31764 .....	16
Q003 - Boeing FAA Production Certificate 700.....	16
Q004 - Special Processing Test Reports and/or Certifications.....	16
Q005 - Material Certifications and Test Reports .....	16
Q006 - FAIR – First Article Inspection Report.....	17
Q007 - Cyber Security – Federal Contract Information (FCI) .....	17
Q008 - Cyber Security – Controlled Unclassified Information (CUI) .....	17
Q009 - DFAR 252.225-7009 Procurement of Specialty Metals .....	17
Q010 - Certified Quality Management System .....	17
Q011 - AS9146 - Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations .....	18
Q012 - REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals .....	18
Q013 - RoHS – Restriction on Hazardous Substances.....	18
Q014 - Shelf Life Products .....	19
Q015 - NADCAP – Approved Special Processors .....	19
Q016 - D14426 – Boeing Approved Suppliers .....	19
Q017 - Source Inspection.....	19
Q018 - Shipping Tolerance – ±0% .....	19
Q019 - Shipping Tolerance – ±2% .....	19
Q020 - Shipping Tolerance – ±5% .....	20
Q021 - Single Lot.....	20
Q022 – Certificate of Authenticity .....	20
Q023 – Verified Counterfeit Parts Prevention Program.....	20
Q024 – International Traffic in Arms Regulations (ITAR).....	21
<b>5 References .....</b>	<b>21</b>
FORM X31764 (Quality Purchasing Data Requirements).....	21

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

	Boeing D14426 .....	21
<b>6</b>	<b>Contacts.....</b>	<b>22</b>
<b>7</b>	<b>Revision History.....</b>	<b>23</b>

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **2 Purpose**

This document specifies the terms and conditions associated with selling products or services to Component Products Corporation (CPC). It consists of two parts: a section for general terms and conditions and a section for specific quality clauses. The provisions found in the first section (General Terms and Conditions) apply for all orders. The provisions in the second section (Quality Clauses) apply only when explicitly called out on a CPC Contract or CPC Purchase Order.

### **3 Definitions**

#### **Agreement**

---

The collective set of documents outlining the terms of a transaction or contract between CPC and the Supplier. It can encompass various components such as a CPC Contract, CPC Purchase Order, these Terms and Conditions, and any additional pertinent documents. These elements collectively constitute the agreement that governs the transaction or contract.

#### **CPC**

---

Component Products Corporation.

#### **CPC Contract**

---

An agreement between CPC and the supplier specifying requirements that cover multiple transactions between CPC and the supplier.

#### **CPC Purchase Order**

---

An agreement between CPC and the supplier specifying requirements that cover a single transaction between CPC and the supplier.

#### **Foreign Object Debris (FOD)**

---

Any material or substance found on or within a product that is not a part of the product's design.

#### **Supplier**

---

For the purposes of this document, the term “*supplier*” shall be used to refer to any organization that provides Component Products Corporation (CPC) with purchased products, processes, or services.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **4 General Terms and Conditions**

#### **G001 - CPC Purchase Orders**

Requirements for products or services purchased by CPC shall be specified by either a contract between CPC and the supplier (CPC Contract) or a purchase order between CPC and the supplier (CPC Purchase Order). The supplier agrees to provide CPC with products and/or services in accordance with all requirements specified by a CPC Contract and/or CPC Purchase Order.

Requirements include, but aren't limited to, the items listed below.

- Order Quantities
- Delivery Dates
- Material Specifications (With noted revision levels, if any.)
- Process Specifications (With noted revision levels, if any.)
- Product Specifications (With noted revision levels, if any.)
- Technical Documentation (With noted revision levels, if any.)
- Quality Clauses

*NOTE: Some requirements may specify a set of requirements. For example, if a specification is called out on a CPC Purchase Order, then all the requirements associated with that specification apply (e.g., testing requirements, training requirements, procedural requirements, requirements for qualification, etc.).*

The supplier shall promptly notify CPC if they discover they are unable to fulfill the requirements specified on a CPC Contract or CPC Purchase Order.

Any failure on behalf of the supplier to fulfill the requirements specified by a CPC Contract or CPC Purchase Order may be cause for rejection (See [G015 – Rejections](#)).

#### **G002 - Provisions for Communication**

Communications between CPC and the supplier shall be maintained, as necessary, throughout the performance of a CPC Contract or CPC Purchase Order. The supplier should contact the procurement agent listed on a CPC Contract or CPC Purchase order about issues related thereto.

#### **G003 - Order Acceptance**

The supplier shall send email confirmation of acceptance of a CPC Contract or CPC Purchase Order no later than 48 hours after receipt.

*NOTE: Confirmation is not required when products are picked up by the supplier (e.g., chemical processing).*

#### **G004 - Order Delivery**

The supplier may ship product(s) to CPC at any time before the due date(s) specified on the CPC Contract or CPC Purchase Order. For shipments that are going to be late, the supplier must

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

notify CPC as soon as possible. Late shipments will affect the supplier's performance rating. Poor performing suppliers may be subject to the penalties described in [G010 - Monitoring of Supplier Performance](#).

### **G005 - Packaging/Shipping Requirements**

---

The supplier agrees to package products in accordance with all CPC specified requirements. If no packaging requirements are specified, then the supplier shall ensure that products are packaged in such a way as to prevent damage, deterioration, or contamination from Foreign Object Debris (FOD).

If product is damaged upon receipt, and if CPC has reasonable cause to believe poor packaging is the cause, then CPC may reject the products at the supplier's expense (See [G015 - Rejections](#)).

All shipments shall be accompanied by a packing slip that specifies the product shipped, the quantity shipped, and the corresponding CPC Purchase Order.

The supplier shall not ship packages that exceed 40 pounds without prior authorization from CPC.

### **G006 - Drawing/Specification Revision Control**

---

Unless otherwise specified, referenced engineering drawings or technical documentation shall be of the latest applicable revision as of the date of the CPC Contract or CPC Purchase Order.

### **G007 - Handling, Storage, and Preservation of CPC Property**

---

The supplier shall ensure that CPC property that is in its possession (e.g., product, tooling, materials, etc.) is handled, stored, and preserved in such a manner as to prevent damage, deterioration, and/or contamination from Foreign Object Debris (FOD). Lost, damaged, or stolen CPC property shall be promptly reported to CPC (See [G002 - Provisions for Communication](#)). CPC reserves the right to be reimbursed for the cost of all lost, damaged, or stolen CPC property.

### **G008 - Right of Access by CPC, CPC Customers, and Regulatory Agencies**

---

The supplier agrees to allow representatives of CPC, CPC's customers, and/or regulatory agencies access to their facilities for matters related to reviewing product and/or process conformity. Furthermore, the supplier agrees to provide all such representatives with records and evidence that demonstrate product and/or process conformity.

The requirements above must be flown down the supplier's supply chain.

### **G009 - Confidential and Proprietary Information**

---

Unless otherwise specified by CPC, the supplier shall not disclose any information specified by CPC as confidential and/or proprietary information. Confidential and/or proprietary information shall be used by the supplier only as is necessary for fulfilling their obligations with respect to a CPC Contract or CPC Purchase Order.

The supplier shall obtain CPC approval before sharing confidential and/or proprietary information with a third-party (e.g., the supplier's sub-tier supply chain).

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

When requirements regarding the safekeeping and disclosure of confidential and/or proprietary information exist, the supplier agrees to abide by these requirements and flow them down to any third-party privy to such information.

*NOTE: Confidential and proprietary information does not include any information that has already been lawfully disclosed or is accessible to the general public.*

### **G010 - Monitoring of Supplier Performance**

---

The supplier's performance will be monitored by CPC with respect to on time delivery (OTD) and level of quality. CPC expects its suppliers to maintain 95% OTD and greater than or equal to 98% conforming units shipped.

Performance issues related to or caused by the supplier will be assessed for their impact on CPC's OTD and level of quality to its customers.

Supplier's that fail to meet CPC's performance expectations may be subject to mitigating actions per CPC's discretion. Mitigating actions include, but are not limited to, the following.

- Written notification of poor performance.
- Corrective acti
- Additional quality controls.
- Change in approval status.
- Temporary or permanent suspension of the supplier's approval status.
- Onsite audit at the supplier's facilities.
- Loss of business.

### **G011 - Records Retention**

---

Unless otherwise specified by CPC, the supplier agrees to retain records related to the performance and/or conformity of the products and services provided by the supplier for at least 11 years after the date of sale. These records shall be available upon request.

After the 11-year period has transpired, the supplier may dispose of its records related to past transactions with CPC. The supplier shall notify CPC of its intent to dispose of its records. The supplier agrees, per CPC's request, to provide CPC with copies of records related to CPC's past transactions before final disposal. These records shall be provided at no additional cost to CPC. When disposing of records, the supplier shall ensure that the records are disposed of in accordance with all requirements for disposal specified on the applicable CPC Contract(s) or CPC Purchase Order(s), if any.

### **G012 - Nonconforming Product**

---

Under no circumstances shall the supplier knowingly ship nonconforming products to CPC without CPC's consent.

The supplier shall have a nonconforming product control process that includes...

- segregation of nonconforming products.
- dispositioning of nonconforming products.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

- recording of dispositions for nonconforming products.
- qualifications for those making dispositions.

The supplier shall not make a disposition of “*Use As Is*” or “*Repair*” for any nonconforming products unless prior consent is provided by a quality representative of CPC and, when applicable, a qualified representative of the organization responsible for the product’s design.

For situations where CPC product is shipped to a supplier (e.g., painting, plating, contract manufacturing, etc.), losses will be interpreted as nonconforming product(s). The difference between the quantity sent to the supplier and the quantity received from the supplier will be considered the total loss. Losses will impact the supplier’s quality ratings. CPC will adjust invoice amounts to match the number of products received per [G023 – Under Shipment](#). In addition, CPC reserves the right to be reimbursed for products that are scrapped or lost while in the supplier’s possession.

### **G013 - Prevention of Counterfeit Goods**

---

The supplier shall take adequate measures to ensure counterfeit goods are not sold to CPC. Counterfeit goods shall include the following.

- An unauthorized substitute of an OEM item.
- Items that are untraceable to an OEM.
- Items that do not contain proper materials or are not constructed/processed in accordance with the OEM’s design.
- Items that are represented as new but have been re-worked, repaired, or modified.
- Items that either have not been tested/inspected or have not passed required testing/inspection activities, but nevertheless have been represented as passing all required testing/inspection activities.

The Supplier shall ensure that only new and authentic products/materials are used in products/materials delivered to CPC.

When approved sources are specified for products/materials, the Supplier shall purchase products/materials from an approved source: original manufacturers (OEM, Mill Source), authorized manufacturers (OEM approved manufacturers), or authorized distributors. If products/materials are not available from an approved source, the Supplier shall notify CPC. CPC will assess product/material counterfeiting risks and determine if a suitable alternative is possible.

If suspect/counterfeit products/materials are furnished under this purchase agreement, such items shall be quarantined. CPC may turn such items over to the appropriate Authority Having Jurisdiction (AHJ) for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation.

If products/materials are confirmed to be counterfeit, the products/materials shall be considered nonconforming and shall be subject to the requirements found in [G015 – Rejections](#).

If the supplier discovers or suspects that it has sold counterfeit goods, the supplier shall promptly



# **Component Products Corporation**

## **Terms and Conditions of Purchase**

notify CPC of the counterfeit goods per the requirements found in [G014 - Notice of Escapement \(NoE\)](#).

Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this agreement may be punishable in accordance with applicable legal statutes. The supplier should ensure that employees are made aware of the risk of criminal penalties associated with falsification, concealment, or misrepresentation in connection with the provision of counterfeit goods.

The supplier shall flow down the substance of this clause down its supply chain.

***NOTE:** This clause provides general requirements for preventing the sale of counterfeit goods that apply for all orders. If a product carries significant risks related to counterfeiting, the supplier may be asked to demonstrate compliance to an industry recognized standard for counterfeit parts prevention. See [Q023 – Verified Counterfeit Parts Prevention Program](#) for more information.*

### **G014 - Notice of Escapement (NoE)**

---

If the supplier detects or suspects that nonconforming products have been delivered, the supplier shall notify CPC of the affected product(s) within 3 business days.

The supplier's notification of escapement shall include, at a minimum, the following...

1. Affected process(es) or product(s) (e.g., process/part numbers).
2. Description of the nonconforming condition.
3. Affected CPC Purchase Orders.
4. Quantities affected.

If the investigation to obtain all required information is unable to be completed within 3 business days after discovery of the defect, then the supplier shall provide the information for items 1 and 2 along with an estimated timeline for providing the remaining information.

The supplier shall send all notifications regarding escapes to our quality inbox at [quality@cpc-web.com](mailto:quality@cpc-web.com).

The supplier shall flow down our requirements for notification of escapement down its supply chain, with the exception that all communication shall pass through the supplier before reaching CPC.

### **G015 - Rejections**

---

If it is discovered that the supplier has produced and/or provided nonconforming goods, regardless of when or where the nonconformities are detected or by whom they are detected, then the goods may be rejected by CPC per CPC's discretion.

In the event of rejection, CPC may request, at the supplier's expense, replacement goods, reworked goods, or credit or reimbursement equal to the cost of the nonconforming goods. In addition, CPC reserves the right to recover reasonable costs related to the administration and

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

processing of a rejection (e.g., analysis, containment, returns, receipts, etc.). If CPC elects to recover such costs, CPC shall provide the supplier with an itemized list of all such costs incurred by CPC.

Depending on the nature and/or severity of the nonconforming condition(s), CPC may, per its discretion, request the supplier perform a corrective action to prevent the problem from recurring. See [G016 – Corrective Action](#) for more information.

### **G016 - Corrective Action**

---

The supplier agrees to perform a corrective action per CPC's request. A corrective action may be requested as a result of poor performance or a rejection. Details regarding the corrective action (e.g. dates, contacts, and activities) shall be negotiated between the supplier and a CPC quality representative. The supplier may use their own corrective action procedure to address the issue so long as it meets CPC's requirements.

If the supplier fails to perform and/or complete a corrective action by the negotiated due date, then, per CPC's discretion the supplier will be subject to the penalties described in the [G010 - Monitoring of Supplier Performance](#) section of this document.

### **G017 - Competence of Employees**

---

The supplier shall ensure that all employees are qualified to perform their responsibilities as they relate to the fulfillment of a CPC Contract or CPC Purchase Order. In situations where employee certification is required, the supplier shall ensure that employees are certified and that these certifications are maintained.

### **G018 - Employee Awareness**

---

The supplier shall ensure that employees are made aware of...

- their contribution to product/service conformity.
- their contribution to product safety.
- the importance of ethical behavior, especially as it relates to the use of Acceptance Authority Media (AAM) and the acceptance of test/inspection results.

### **G019 - Acceptance Authority Media**

---

When using Acceptance Authority Media (AAM), the supplier shall ensure that employees are properly trained on its proper, ethical use. In addition, the supplier shall monitor its processes for the following types of AAM errors.

- Errors in application (e.g., omissions, typos, legibility issues).
- Untimely use (e.g., not completed as planned).
- Misrepresentation/impersonation (e.g., uncertified personnel, falsified records, etc.)

The supplier shall flow the requirements of this clause down its supply chain.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **G020 - Notification of Major Changes**

---

The supplier shall promptly notify CPC of any major changes that have the potential to negatively impact product or service conformity and/or delivery schedules. Examples of such changes include, but are not limited to, the following.

- Change in location.
- Change in external providers.
- Change in quality manager.
- Change in upper management.
- Change in ownership.
- Change in production processes, products, services.
- Change in certification status.

The supplier shall send its notification to our quality inbox: [quality@cpc-web.com](mailto:quality@cpc-web.com). All such notifications will be reviewed for approval by CPC. Per CPC's discretion, major changes may result in further actions required to ensure that the changes will not negatively impact the supplier's performance (e.g., reassessment of supplier approval status, onsite audit, test runs, a new FAI, etc.).

### **G021 - Product Traceability**

---

The supplier shall maintain the traceability of all products and services provided. This includes, but is not limited to, the following.

- Traceability of raw materials to original provider and original lot(s) of production.
- Traceability of manufactured products to original manufacturer and original lot(s) of production.
- Traceability of special processes to original processor and original lot/batch number.

When shipping multiple lots to fill the balance requested for a single CPC Purchase Order line item, each lot must be separately bagged and remain traceable to its respective lot. Maintaining separation by lot is not required for raw materials when doing so is impractical (e.g., injection molding, extrusions, etc.).

### **G022 - Over Shipment**

---

If the supplier ships more products than CPC ordered, then, per CPC's discretion, the excess quantities may be returned to the supplier at the supplier's expense. If CPC accepts the excess quantity, then the corresponding invoice(s) will be adjusted to reflect the quantity received as opposed to the quantity ordered.

If the supplier plans on overproducing, then the supplier must contact CPC ahead of time for approval.

### **G023 - Under Shipment**

---

If the supplier ships less products than CPC ordered, then the corresponding invoice(s) will be updated to reflect the quantity received as opposed to the quantity ordered. Under shipments will

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

be assessed for their impact to CPC's delivery schedule. Per CPC's discretion, under shipments which affect our delivery schedule will result in a negative mark against the supplier's performance record and may result in [G016 - Corrective Action](#).

### **G024 - Working Conditions and Human Rights**

---

The supplier shall ensure it is compliant with all applicable laws and regulations regarding working conditions and human rights, including, but not limited to, laws regarding worker safety, slavery, and human trafficking. Any material violation of such laws by the supplier related to the work performed under a CPC Contract or CPC Purchase Order will be considered a breach of contract. If the supplier is found to be in violation of such laws, CPC reserves the right to cancel open orders at no cost to CPC.

The supplier shall exercise reasonable care in its selection of suppliers to ensure that working conditions and human rights are observed throughout its supply chain.

The supplier shall flow the requirements of this clause down its supply chain.

### **G025 - Ozone Depleting Substances**

---

When applicable, the supplier shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E. Furthermore, the supplier agrees to flow down this requirement down its supply chain.

### **G026 - Use of Statistical Techniques for Product Acceptance**

---

When sampling is used as a means of product or process acceptance, the supplier shall ensure that the sampling plan and/or inspection methodology meets the requirements of the design holder or is justified on the basis of recognized statistical principles. In addition, the supplier shall ensure that the sampling plan is appropriate for the intended use.

If specific requirements regarding sampling and inspection are called out on a CPC Contract or CPC Purchase Order, then the supplier agrees to fulfill these requirements.

### **G027 - Conflict Minerals**

---

The supplier shall comply with the requirements of the Dodd Frank Act on Conflict Minerals. If the supplier discovers that a product or service provided to CPC violated the Dodd Frank Act, then the supplier shall notify CPC via email at [quality@cpc-web.com](mailto:quality@cpc-web.com) within 60 days of discovering the violation. In addition, the supplier agrees to accommodate requests for information regarding the compliance status of the product(s)/service(s) provided by the supplier. Acceptable forms of information about the compliance status of a product/process includes...

- a written declaration on the compliance status of a product/process.
- a completed Conflict Minerals Reporting Template spreadsheet.

**NOTE:** An up to date copy of the Conflict Minerals Reporting Template may be obtained from the following website: <https://www.responsiblemineralsinitiative.org/>.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **G028 - Monitoring and Measuring Equipment**

---

When monitoring and measuring equipment is used to validate the conformity of products and services delivered to CPC, the supplier shall validate the equipment prior to use. In addition, the supplier shall maintain the equipment using a calibration program traceable to international or national measurement standards (e.g., NIST), as applicable.

The substance of this clause must be flown down the supplier's supply chain.

### **G029 – Prohibition On Material Substitution**

---

Unauthorized material substitutions are prohibited on goods sold to CPC. Material substitutions are defined as any deviation from the engineering definition of a raw material. Engineering definitions include drawings, specifications, form, size, shape, chemistry, melt method, origin, temper/condition, etc.

Proposed use of substitute materials must be submitted to CPC for approval. The supplier shall not use substitute materials unless express approval is given by CPC in writing.

### **G030 – Test and Inspection**

---

The supplier shall perform all testing and inspection activities required by the engineering specifications called out on the CPC Contract/CPC Purchase Order. If additional testing requirements are called out on the CPC Contract/CPC Purchase Order, the supplier shall perform the testing and inspection activities as specified.

### **G031 – Chemical/Physical Test Reports**

---

When chemical/physical test reports are required, the supplier shall provide legible copies of all applicable test reports. The reports shall contain:

- the signature and title of the authorized representative performing the test.
- identification of applicable specifications and their corresponding revision levels.
- lot identification of the materials/products under test.
- actual numerical values (i.e., data) for each property testing in accordance with the applicable specification.

### **G032 – Certifications**

---

The supplier shall provide certifications (e.g., Certificate of Conformance (CoC)) for all products/materials/processes ordered by CPC. These certifications shall include, at a minimum, the following.

- CPC Contract/CPC Purchase Order number.
- Vendor name and address.
- Identity of the products/processes/services provided (e.g., part number, specification number, etc.).
- Revision levels of the products/processes/services provided.
- Quantity of products/materials ordered or processed.

# **Component Products Corporation**

## ***Terms and Conditions of Purchase***

- Lot/batch number(s) of products/processes/services ordered.
- A statement that all products/services provided meet all applicable requirements, including, but not limited to, drawing, engineering, contractual, and/or purchase order related requirements.
- Signature or stamp with title of seller's authorized personnel signing the certificate.

The requirements above are our general requirements for certifications. Additional requirements may apply (e.g., traceability requirements, country of origin, etc.). If such requirements apply, they will be explicitly called out on a CPC Contract/CPC Purchase Order.

If the supplier outsources special processing and/or testing services for the products/materials ordered (e.g., heat treat, plating, nondestructive testing (NDT), etc.), the supplier shall provide original vendor certifications for these services.

If the supplier is a distributor, the supplier shall provide the original manufacturer's CoC with their shipment(s).

### **G033 – Supply Chain Traceability**

The supplier shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the original manufacturer of all products/materials being delivered per this order. This traceability method shall clearly identify the name and location of all the supply chain intermediaries from the direct source of the products/materials to the supplier and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.

The supplier shall provide evidence showing the complete chain of custody of the products/materials ordered by CPC (e.g., pack lists, purchase orders, certifications, etc.) and shall include this evidence with each shipment to CPC.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **G034 – Export Control Laws**

---

**Compliance:** The Supplier shall comply with all applicable U.S. and non-U.S. export control laws, rules, regulations, and economic sanctions, including but not limited to, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) (collectively, "Trade Control Laws").

**Indemnification:** The Supplier shall indemnify, defend, and hold harmless CPC, its affiliates, and their respective officers, directors, employees, and agents against all claims, liabilities, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or related to the Supplier's violation of any Trade Control Laws.

**DDTC Registration:** If the Supplier manufactures, exports, or brokers defense articles, defense services, or technical data controlled under the ITAR, the Supplier must be appropriately registered with the Directorate of Defense Trade Controls (DDTC).

**Compliance Program:** The Supplier shall maintain an export/import compliance program appropriate to the nature of its business, products, and services to ensure compliance with Trade Control Laws.

**Acknowledgement:** The Supplier acknowledges that items and/or technical data furnished by CPC may be subject to Trade Control Laws. The Supplier shall not export, re-export, re-transfer, or otherwise dispose of such items or technical data without obtaining CPC's prior written consent and all necessary licenses or authorizations.

**Access Control:** The Supplier shall take steps to control access to all export-controlled items and technical data, including limiting access to only authorized personnel.

**Violation Notification:** The Supplier shall promptly notify CPC of any actual or suspected violations of Trade Control Laws related to the performance of this agreement.

**Licenses and Authorizations:** The Supplier is responsible for obtaining all licenses, authorizations, or other approvals required for the export, re-export, transfer, or other activities involving controlled goods, services, or technical data under this agreement.

**Export Classifications:** Upon CPC's written request, the Supplier shall provide the export classification (e.g., ECCN, USML Category) for all goods, services, and technical data provided under this agreement, as well as any applicable trade restrictions. The Supplier shall immediately notify CPC in writing of any changes to these classifications.

**Flow Down:** The Supplier shall incorporate the substance of this clause, including this flow down requirement, into all subcontracts or lower-tier agreements where compliance with Trade Control Laws is necessary for performance.

# Component Products Corporation

## Terms and Conditions of Purchase

### 5. Quality Clauses

#### Q001 - Certificate of Conformance (CoC)

---

Canceled.

*NOTE: This clause has been replaced by clause [G032 – Certifications](#).*

#### Q002 - Boeing Document X31764

---

The work being performed under this CPC Contract or CPC Purchase order is being done under the provisions of Boeing [FORM X31764](#) (Quality Purchasing Data Requirements). The supplier agrees to comply with all requirements of FORM X31764 that are designated as flow down requirements.

#### Q003 - Boeing FAA Production Certificate 700

---

The supplier hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings.

#### Q004 - Special Processing Test Reports and/or Certifications

---

Canceled.

*NOTE: CPC will explicitly request test reports on CPC Purchase Orders or CPC Contracts. If test reports are requested, the requirements found in clause [G031 – Chemical/Physical Test Reports](#) apply.*

*NOTE: All shipments must now include certifications. See [G032 – Certifications](#) for more information.*

#### Q005 - Material Certifications and Test Reports

---

Canceled

*NOTE: CPC will explicitly request test reports on CPC Purchase Orders or CPC Contracts. If test reports are requested, the requirements found in clause [G031 – Chemical/Physical Test Reports](#) apply.*

*NOTE: All shipments must now include certifications. See [G032 – Certifications](#) for more information.*



# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **Q006 - FAIR – First Article Inspection Report**

---

The supplier shall perform and make available upon request a First Article Inspection Report (FAIR) for the ordered product(s)/process(es) that is compliant with the requirements of latest applicable revision of AS9102 Aerospace First Article Inspection Requirement. The supplier agrees to flow this requirement down its supply chain.

### **Q007 - Cyber Security – Federal Contract Information (FCI)**

---

Information to be shared under this CPC Contract and/or CPC Purchase Order has been classified as Federal Contract Information (FCI). As such, it is subject to the government regulations regarding the safekeeping of FCI. The supplier shall ensure that it implements and maintains cyber security controls compliant with CMMC Level 1.

### **Q008 - Cyber Security – Controlled Unclassified Information (CUI)**

---

The information to be shared under this CPC Contract and/or CPC Purchase Order has been identified as Controlled Unclassified Information (CUI). As such, it is subject to government regulations regarding the safekeeping of CUI. The supplier shall ensure that it implements and maintains cyber security controls compliant with CMMC Level 2/NIST SP 800-171. In addition, if certification is required due to the sensitivity of the CUI in the supplier's possession, then the supplier shall be certified to CMMC level 2 by a certified third party assessor (C3PAO).

### **Q009 - DFAR 252.225-7009 Procurement of Specialty Metals**

---

The supplier shall ensure that the items being procured under this order are compliant with DFAR 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals. In addition, the supplier shall provide proof of compliance via one of the following methods.

- A statement confirming conformity to DFAR 252.225-7009 on the Certificate of Conformance (CoC) or accompanying paperwork.
- Certification to the Country of Melt.
- Copy of original mill certification to validate Country of Melt.

### **Q010 - Certified Quality Management System**

---

The supplier shall have a certified quality management system appropriate to the scope of work performed. Certification shall be obtained and maintained throughout the performance of this CPC Contract or CPC Purchase Order.

If the supplier is a manufacturer, then the supplier shall be certified to the current version of ISO9001, TS16949, AS9100/EN9100 or an approved alternate.

If the supplier is a distributor, then the supplier shall be certified to the current version of AS9120/EN9120 or an approved alternate.

If the supplier is a special processor, then the supplier must have a quality system approved by NADCAP.

If the supplier is a provider of laboratory services (e.g., testing, calibration, etc.), then the

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

supplier shall be certified to ISO/IEC 17025.

A loss in the supplier's certification status must be reported to CPC (See [G020 - Notification of Major Changes](#)).

### **Q011 - AS9146 - Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations**

---

The supplier shall implement and maintain a Foreign Object Damage (FOD) Prevention program that is compliant with AS9146 - Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations.

### **Q012 - REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals**

---

The products or services provided under this CPC Contract or CPC Purchase Order may be imported into the European Union (EU) and are, therefore, subject to the EU's Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Regulation (EC) No 1907/2006.

**Supplier Compliance:** The Supplier warrants that all products or services provided comply with all applicable requirements of the REACH Regulation. The Supplier will take all necessary steps to ensure ongoing compliance with REACH throughout the duration of this agreement.

**SVHC Notification:** The Supplier shall notify CPC in writing of the presence of any Substances of Very High Concern (SVHCs), as listed on the Candidate List by the European Chemicals Agency (ECHA), in the products or services provided under this Purchase Order, if the SVHC concentration exceeds 0.1% by weight on an individual product or article level.

**REACH Information:** The Supplier shall provide CPC with all pertinent information related to REACH compliance to enable CPC to meet its obligations under the REACH Regulation. This information may include, but is not limited to:

- Statements of conformity to REACH
- Full material declarations
- Safety Data Sheets (SDS)
- Relevant REACH authorizations, where applicable

**Supply Chain Responsibility:** The Supplier agrees to flow down these REACH compliance requirements to any sub-suppliers involved in fulfilling this CPC Contract or CPC Purchase Order.

### **Q013 - RoHS – Restriction on Hazardous Substances**

---

The supplier shall ensure that the work performed under this CPC Contract or CPC Purchase Order is compliant with the European Union's Restriction of Hazardous Substances (RoHS) regulation. In addition, the supplier shall flow this requirement down its supply chain.

The supplier shall provide evidence of conformity to RoHS via one or more of the following methods.

- A statement of conformity to REACH on the Certificate of Conformity (CoC) or

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

accompanying paperwork.

- A full material declaration detailing the composition of a product and the relative weight of each material in that product.
- A package of documentation that assists in determining the REACH status of materials integrated into the product (e.g., safety data sheets (SDS), statements from upstream manufacturers, etc.).

### **Q014 - Shelf Life Products**

---

All product(s) sold by the supplier that have a shelf life shall have at least 95% of the remaining shelf life left at the time of delivery.

### **Q015 - NADCAP – Approved Special Processors**

---

The supplier shall ensure that all organizations performing special processes for work covered by this CPC Contract or CPC Purchase Order (including the supplier itself) are approved by NADCAP for the scope of work performed. This requirement shall be flown down the supplier's supply chain, when applicable.

### **Q016 - D14426 – Boeing Approved Suppliers**

---

The supplier shall ensure that all organizations performing work related to this CPC Contract and/or CPC Purchase Order are approved by Boeing per D14426, when applicable. This requirement must be flown down the supplier's supply chain.

To learn more about D14426, visit the [references](#) section of this document.

### **Q017 - Source Inspection**

---

The product(s)/service(s) ordered under this CPC Contract or CPC Purchase Order are subject to source inspection. CPC shall negotiate the details regarding when, where, and how source inspection will take place. The supplier shall not release the product(s)/service(s) until source inspection has been completed as planned.

### **Q018 - Shipping Tolerance – ±0%**

---

The supplier shall provide CPC with a quantity of product(s) within ± 0% of the quantity ordered. Over shipments shall be subject to the requirements found in [G022 - Over Shipment](#). Shortages will negatively impact the supplier's performance per the requirements found in [G023 - Under Shipment](#). Per CPC discretion, shortages which impact CPC's delivery schedule(s) may result in [G016 - Corrective Action](#).

### **Q019 - Shipping Tolerance – ±2%**

---

The supplier shall provide CPC with a quantity of product(s) within ± 2% of the quantity ordered. Over shipments shall be subject to the requirements found in [G022 - Over Shipment](#). Shortages will negatively impact the supplier's performance per the requirements found in [G023 - Under Shipment](#). Per CPC discretion, shortages which impact CPC's delivery schedule(s) may result in [G016 - Corrective Action](#).

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **Q020 - Shipping Tolerance – ±5%**

---

The supplier shall provide CPC with a quantity of product(s) within ± 5% of the quantity ordered. Over shipments shall be subject to the requirements found in [G022 - Over Shipment](#). Shortages will negatively impact the supplier's performance per the requirements found in [G023 - Under Shipment](#). Per CPC discretion, shortages which impact CPC's delivery schedule(s) may result in [G016 - Corrective Action](#).

### **Q021 - Single Lot**

---

The supplier shall ensure that the product(s) ordered belong to a single lot/batch of production.

### **Q022 – Certificate of Authenticity**

---

The supplier shall provide a Certificate of Authenticity (CoA) with all shipments under this CPC Contract or CPC Purchase Order. The CoA shall include, at a minimum, the following.

- CPC Contract/CPC Purchase Order number.
- Actual manufacturer's name and address.
- Identity of the products/materials provided (e.g., part number, specification number, etc.).
- Revision levels of the products/materials provided.
- Lot/batch number(s) of products/materials provided.
- A statement that all products/materials provided are genuine, new and unused unless otherwise specified in writing; are suitable for the intended purpose; are not defective, suspect, or counterfeit; have not been provided under false pretenses; and have not been materially altered, damaged, deteriorated, or degraded.
- Signature or stamp with title of seller's authorized personnel signing the certificate.

***NOTE:** A Certificate of Authenticity (CoA) is a statement to the effect that all materiel items listed above furnished on this contract are genuine, new and unused unless otherwise specified in writing herein; are suitable for the intended purpose; are not defective, suspect, or counterfeit; have not been provided under false pretenses; and have not been materially altered, damaged, deteriorated, or degraded.*

### **Q023 – Verified Counterfeit Parts Prevention Program**

---

The supplier shall implement and maintain a program for the prevention of counterfeit goods that is compliant with AS5553 (Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition) and/or AS6174 (Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel), whichever is most appropriate given the nature of the supplier's products and services.

If the supplier has not implemented a system for the prevention of counterfeit goods in accordance with the standards listed above, the supplier shall notify CPC. CPC will evaluate and determine the suitability of the supplier's processes and procedures with respect to the prevention of counterfeit goods. The supplier shall make available to CPC all applicable resources required to perform this evaluation.

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **Q024 – International Traffic in Arms Regulations (ITAR)**

---

This CPC Contract or CPC Purchase Order includes items and/or technical data controlled under the International Traffic in Arms Regulations (ITAR). The Supplier acknowledges and agrees to the following:

**DDTC Registration:** The Supplier shall maintain active registration with the Directorate of Defense Trade Controls (DDTC) as required for the activities performed under this agreement.

**ITAR Compliance Program:** The Supplier shall maintain and implement an ITAR-specific export compliance program appropriate to the nature of its business, products, and services involved in this agreement.

**U.S. Persons Only:** Access to ITAR-controlled items and/or technical data, including both physical and digital access, shall be restricted to U.S. persons or employees with appropriate ITAR licensing approvals only. The Supplier shall implement measures to safeguard controlled items and data from unauthorized access.

**No Unauthorized Transfers:** The Supplier shall not export, re-export, transfer, re-transfer, or otherwise dispose of any ITAR-controlled items or technical data received under this agreement without the prior written consent of CPC.

## **5 References**

### **FORM X31764 (Quality Purchasing Data Requirements)**

---

Boeing document X31764 lists mandatory and other applicable requirements for suppliers that are a part of Boeing's sub-tier supply chain.

To obtain a copy of this document, click [here](#) or copy the URL below into your browser.

URL - <http://www.boeingsuppliers.com/X31764.pdf>

### **Boeing D14426**

---

A document specifying processes for which Boeing approval is required. Go to the website listed below to learn more about D14426. The website includes a list of processes requiring approval, a list of suppliers that are approved to perform those processes, and instructions on when and how to choose approved suppliers.

<https://active.boeing.com/doingbiz/d14426/index.cfm>

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

### **6 Contacts**

If you have any questions regarding this document, you may contact us using one of the provided emails below.

<b>Department</b>	<b>E-mail</b>	<b>Phone</b>
Sales	<a href="mailto:sales@cpc-web.com">sales@cpc-web.com</a>	425-355-6800
Quality	<a href="mailto:quality@cpc-web.com">quality@cpc-web.com</a>	425-355-6800
Quality	<a href="mailto:tyler.kowalczyk@cpc-web.com">tyler.kowalczyk@cpc-web.com</a>	425-355-6800 Ext. 307
Quality	<a href="mailto:krista.nichols@cpc-web.com">krista.nichols@cpc-web.com</a>	425-355-6800 Ext. 305
Purchasing	<a href="mailto:josiah.blake@cpc-web.com">josiah.blake@cpc-web.com</a>	425-355-6800 Ext. 309

# Component Products Corporation

## Terms and Conditions of Purchase

### 7 Revision History

REV.	DATE	DESCRIPTION OF CHANGE	AUTHORIZED BY
NEW	2/28/2016	ORIGINAL RELEASE	Name: Tyler Kowalczyk Manager Title: Quality Manager
A	4/20/2016	<p><b>General</b></p> <ul style="list-style-type: none"> <li>The style of the document has been changed.</li> <li>The wording of some requirements have been changed to improve readability.</li> <li>Section 3 has been renamed "General Requirements".</li> <li>The numbering scheme for individual requirements has been removed; the document is now divided into two sections.</li> <li>Added Section 7 (Changes) to list changes between consecutive revisions of this document.</li> <li>The sub-section "Purchase Requirements" has been renamed "Purchase Orders."</li> <li>Some requirements in Section 4 (Quality Requirements) have been rearranged.</li> </ul> <p><b>Moved Requirements</b></p> <ul style="list-style-type: none"> <li>Records Retention requirements now appear in Section 4 (Quality Requirements).</li> </ul> <p><b>Remove Requirements</b></p> <ul style="list-style-type: none"> <li>Foreign Object Debris (FOD) – Removed due to the inclusion of Boeing Form X31764 as a requirement (Form X31764 states an equivalent requirement.).</li> <li>Notification of Major changes and Events - Removed due to the inclusion of Boeing Form X31764 as a requirement (Form X31764 states an equivalent requirement.).</li> </ul> <p><b>New Requirements</b></p> <ul style="list-style-type: none"> <li>Confidential and Proprietary Information</li> <li>Boeing Form X31764</li> <li>Boeing FAA Production Certificate 700</li> <li>Notice of Escapement</li> <li>Rejections</li> <li>Statements regarding corrections and/or financial reimbursement for rejections have been added.</li> <li>Prevention of Counterfeit Goods</li> <li>Ozone Depleting Substances</li> </ul>	Name: Tyler Kowalczyk Manager Title: Quality Manager
B	2/07/2017	<p><b>General Information</b></p> <ul style="list-style-type: none"> <li>Changed name of section 7 from "Changes" to "Revision History".</li> <li>Slight grammatical fixes.</li> </ul> <p><b>Section 4</b></p> <ul style="list-style-type: none"> <li>Clarified requirements for Confidential and Proprietary Information.</li> </ul> <p><b>Section 7</b></p> <ul style="list-style-type: none"> <li>Added a revision history table; the table is to replace the old format for recording changes.</li> </ul>	Name: Tyler Kowalczyk Manager Title: Quality Manager
C	4/18/2017	<p><b>Section 4</b></p> <ul style="list-style-type: none"> <li>Changed section text for "Boeing FAA Production Certificate 700" to match the updated version of the requirement issued by Boeing as of January 1, 2017.</li> </ul>	Name: Tyler Kowalczyk Manager Title: Quality Manager
D	1/28/2020	<p><b>Section 6 (Contacts)</b></p> <ul style="list-style-type: none"> <li>Updated contact information.</li> </ul>	Name: Tyler Kowalczyk Manager Title: Quality Manager
E	2/18/2022	<p><b>General Information</b></p> <ul style="list-style-type: none"> <li>Added definitions.</li> <li>Changed structure of document. It is now divided into two primary sections: section 4 (General Terms and Conditions) and section 5 (Quality Clauses).</li> <li>Rearranged ordering of requirements and assigned numbers to each requirement/clause.</li> </ul> <p><b>Section 4 – General Terms and Conditions</b></p> <ul style="list-style-type: none"> <li>Added clause G002 – Provisions for Communication.</li> <li>Added clause G003 – Order Acceptance.</li> <li>Added clause G004 – Order Delivery.</li> <li>Added clause G005 – Packaging/Shipping Requirements.</li> </ul>	Name: Tyler Kowalczyk Manager Title: Quality Manager

# Component Products Corporation

## Terms and Conditions of Purchase

REV.	DATE	DESCRIPTION OF CHANGE	AUTHORIZED BY
		<ul style="list-style-type: none"> <li>•Added clause G006 – Drawing/Specification Revision Control.</li> <li>•Added clause G007 – Handling, Storage, and Preservation of CPC Property.</li> <li>•Updated clause G010 – Monitoring of Supplier Performance. Added additional mitigating actions in response to poor supplier performance.</li> <li>•Updated clause G011 – Records Retention. Added requirements for the disposal of records related to product/service performance and/or history.</li> <li>•Updated clause G012 – Nonconforming Product. Added requirements for a nonconformity control process and clarified consequences of production losses.</li> <li>•Updated clause G013 – Prevention of Counterfeit Goods. Added requirement to notify CPC of counterfeit goods in accordance with requirement G014 – Notice of Escapement (NoE).</li> <li>•Updated clause G014 – Notice of Escapement (NoE). Notices are to be sent to our quality email address.</li> <li>•Added clause G017 – Competence of Employees.</li> <li>•Added Clause G018 – Employee Awareness.</li> <li>•Added Clause G019 – Acceptance Authority Media.</li> <li>•Added clause G020 – Notification of Major Changes.</li> <li>•Added Clause G021 – Product Traceability.</li> <li>•Added Clause G022 – Over Shipment.</li> <li>•Added Clause G023 – Under Shipment.</li> <li>•Added Clause G024 – Working Conditions and Human Rights.</li> <li>•Added Clause G026 – Use of Statistical Techniques for Product Acceptance.</li> <li>•Added Clause G027 – Conflict Minerals.</li> </ul> <p><b>Section 5 – Quality Clauses</b></p> <ul style="list-style-type: none"> <li>•Added clause Q001 – Certificate of Conformance (CoC).</li> <li>•Added clause Q004 – Special Processing Test Reports and/or Certifications.</li> <li>•Added clause Q005 – Material Certifications and Test Reports.</li> <li>•Added clause Q006 – FAIR – First Article Inspection Report.</li> <li>•Added clause Q007 – Cyber Security – Federal Contract Information (FCI).</li> <li>•Added clause Q008 – Cyber Security – Controlled Unclassified Information (CUI).</li> <li>•Added clause Q009 – DFAR 252.225-7009 Procurement of Specialty Metals.</li> <li>•Added clause Q010 – Certified Quality Management System.</li> <li>•Added clause Q011 - AS9146 - Foreign Object Damage (FOD) Prevention Program - Requirements for Aviation, Space, and Defense Organizations.</li> <li>•Added clause Q012 - REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals.</li> <li>•Added clause Q013 – RoHS – Restriction on Hazardous Substances.</li> <li>•Added clause Q014 – Shelf Life Products.</li> <li>•Added clause Q015 – NADCAP – Approved Special Processors.</li> <li>•Added clause Q016 – D14426 – Boeing Approved Suppliers.</li> <li>•Added clause Q017 – Source Inspection.</li> <li>•Added clause Q018 – Shipping Tolerance - ±0%.</li> <li>•Added clause Q019 – Shipping Tolerance - ±2%.</li> <li>•Added clause Q020 – Shipping Tolerance - ±5%.</li> <li>•Added clause Q021 – Single Lot.</li> </ul> <p><b>Section 6</b></p> <ul style="list-style-type: none"> <li>•Added reference to D14426 website.</li> </ul> <p><b>Section 7</b></p> <ul style="list-style-type: none"> <li>•Added contacts.</li> </ul>	
F	10/11/2022	<p><b>Section 4 – General Terms and Conditions</b></p> <ul style="list-style-type: none"> <li>•Updated clause G005 – Packaging/Shipping Requirements: Suppliers must not ship packages that exceed 40 pounds without prior authorization from CPC.</li> <li>•Updated clause G013 – Prevention of Counterfeit Goods: Added a statement clarifying that the supplier is responsible for buying products from authentic sources. In addition, the supplier must flow down our requirements for prevention of counterfeit goods down their supply chain.</li> <li>•Updated clause G014 – Notification of Escapement (NoE): Suppliers are now required to flow down our requirements for notification of escapement down their supply chain.</li> <li>•Updated clause G019 – Acceptance Authority Media: Suppliers are now required to flow down our requirements for acceptance authority media (AAM) down their</li> </ul>	<p>Name: Tyler Kowalczyk            Manager Title: Quality Manager</p>



# Component Products Corporation

## Terms and Conditions of Purchase

REV.	DATE	DESCRIPTION OF CHANGE	AUTHORIZED BY
		<p>supply chain.</p> <ul style="list-style-type: none"> <li>• Updated clause G024 – Working Conditions and Human Rights (NoE): Suppliers are now required to flow down our requirements for working conditions and human rights down their supply chain.</li> <li>• Added clause G028 – Monitoring and Measuring Equipment: Suppliers must validate monitoring and measurement equipment before use and implement a calibration program traceable to international or national measurement standards.</li> </ul>	
G	1/11/2023	<p><b>General</b></p> <ul style="list-style-type: none"> <li>• Changed font size.</li> </ul> <p><b>Section 4 – General Terms and Conditions</b></p> <ul style="list-style-type: none"> <li>• <b>Updated clause G013 (Prevention of Counterfeit Goods)</b> – Added several requirements to ensure conformity to AS6174 - Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel. Suppliers must buy from approved sources, when applicable. In addition, CPC reserves the right to withhold payment for suspect counterfeit goods pending the findings of an investigation into the issue. Lastly, confirmed counterfeit goods will be reported to an Authority Having Jurisdiction (AHJ). CPC does not have to return counterfeit goods to the supplier.</li> <li>• <b>Updated clause G015 (Rejections)</b> – Added the term that CPC can recover reasonable costs associated with processing a rejection if CPC chooses. If CPC chooses to recover such costs, it will provide an itemized list of costs for the supplier to review.</li> <li>• <b>Added clause G029 (Prohibition on Material Substitution)</b> – Material substitutions are not allowed unless approval is granted by CPC in writing.</li> <li>• <b>Added clause G030 (Test and Inspection)</b> – The supplier shall perform all testing and inspection activities specified by CPC. This includes testing and inspection activities required by specifications and testing and inspection activities specifically called out on a CPC Purchase Order or CPC Contract.</li> <li>• <b>Added clause G031 (Chemical/Physical Test Reports)</b> – When a CPC Contract or CPC Purchase order requests chemical and physical test reports for products or processes received, the supplier shall ensure that the reports contain the minimum information required by this clause.</li> <li>• <b>Added clause G032 (Certifications)</b> – This clause replaces quality clause Q001. All shipments to CPC must include a Certificate of Conformance (CoC) that includes the minimum information required by this clause.</li> <li>• <b>Added clause G0333 (Supply Chain Traceability)</b> – Products delivered to CPC must be accompanied by documentation showing the complete chain of custody of the products from the original manufacturer through to CPC.</li> <li>• <b>Canceled clause Q001 (Certificate of Conformance)</b> – This clause has been replaced by clause G032 (Certifications).</li> <li>• <b>Canceled clause Q004 (Special Processing Test Reports and/or Certifications)</b> – CPC will explicitly request test reports, when applicable. Certifications are now required for all shipments (See G032 – Certifications).</li> <li>• <b>Canceled clause Q005 (Material Certifications and Test Reports)</b> – CPC will explicitly request test reports, when applicable. Certifications are now required for all shipments (See G032 – Certifications).</li> <li>• <b>Added clause Q022 (Certificate of Authenticity)</b> – Requires the supplier to provide a certificate of authenticity (CoA) with its shipments. The CoA must include the minimum information required by this clause.</li> <li>• <b>Added clause Q023 (Verified Counterfeit Parts Prevention Program)</b> – Requires suppliers to implement and maintain a counterfeit parts prevention program consistent with applicable industry standards.</li> </ul>	<p>Name: Tyler Kowalczyk Manager Title: Quality Manager</p>
H	3/26/2024	<p><b>Section 3 – Definitions</b></p> <ul style="list-style-type: none"> <li>• <b>Added a term: Agreement.</b> This change was made to clarify that the appearance of the word agreement throughout this document refers to the collective set of documents containing instructions and requirements that govern the transaction or contract made between CPC and the Supplier.</li> </ul> <p><b>Section 4 – General Terms and Conditions</b></p> <ul style="list-style-type: none"> <li>• <b>Added clause G034 (Export Control Laws)</b> – CPC requires all suppliers to be compliant with all applicable export control laws.</li> </ul>	<p>Name: Krista Nichols Manager Title: Quality Manager</p>

# **Component Products Corporation**

## **Terms and Conditions of Purchase**

<b>REV.</b>	<b>DATE</b>	<b>DESCRIPTION OF CHANGE</b>	<b>AUTHORIZED BY</b>
		<ul style="list-style-type: none"><li>• <b>Updated clause Q012 (REACH - Registration, Evaluation, Authorisation and Restriction of Chemicals)</b> – Updated clause to provide clarity regarding CPC’s expectations for compliance to REACH.</li><li>• <b>Added clause Q024 (International Traffic in Arms Regulations (ITAR))</b> – Added clause to provide CPC’s procurement agents with a means of identifying specific CPC Contracts or CPC Purchase Orders as containing ITAR controlled items and/or technical information. This clause also emphasizes the important aspects of compliance with the ITAR that CPC expects from its suppliers.</li></ul>	