



**The following special clauses apply when invoked on the face of the Contract:**

**CN01 - DISCREPANCIES**

During the performance of the Contract, any deviations noted from established drawings or specifications must be reported to Customer immediately. Authority is not delegated to Seller. Seller may request a deviation and/or clarification to a requirement to the Customer for review and approval prior to completing work/delivery. No deviation will be considered approved without written confirmation of the fact. Under no circumstances are repairs to be undertaken without prior written approval. A copy of the approval shall be supplied with the shipment.

**CN02 - CORRECTIVE ACTION**

Acceptance of this Contract obligates Seller to perform, upon request, a written corrective action investigation when Customer receives discrepant material. A corrective action report shall be furnished, within thirty (30) days or reasonable date requested by Customer, which is specific and conclusive to prevent a recurrence of the discrepancy.

**CN03 - INSPECTION DRAWING**

Item shall be accompanied with a Manufacturing drawing, specification or sufficient catalog page to facilitate Customer's Receiving Inspection. It is understood that data supplied is not expected to be of a sensitive proprietary type. Seller shall notify Customer 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 included in assembled components as ordered, and shall obtain Customer's approval prior to supplying such products under this order. In the event of approval, Seller shall identify those articles on which the change is incorporated.

**CN04 - GOVERNMENT SOURCE INSPECTION**

Government Inspection is required prior to shipment from Seller. Upon shipment availability promptly notify the Government Representative so that appropriate planning for Government Inspection can be accomplished. A reproducible copy of Government Source Inspection shall be submitted with each shipment.

**CN05 - CUSTOMER SOURCE INSPECTION**

Source Inspection shall be conducted by Customer's Quality Representative at Seller's facilities or where designated in the contract prior to shipment. Seller shall provide at least 3 days prior notice to Customer of inspection availability. Acceptance of product at source is considered preliminary. Final acceptance will be at Customer's facility or ultimate destination. Seller is required to provide all requisite equipment, records, reports, etc. to facilitate the work of Customer's inspector, and to verify any physical or functional specifications as may be requested by the inspector in the course of the inspection.

**CN06 - INSPECTION SYSTEM**

Seller shall maintain an inspection system that complies with the latest revision of ASQC- Q9003 or equivalent. This system shall be subject to review by Customer's Quality Assurance Representative. Notwithstanding the provisions of this clause, Seller is in no way relieved of the final responsibility for the supplies or services ordered.

**CN07 - QUALITY MANAGEMENT SYSTEM**

Seller shall maintain a quality management system that complies with the latest version requirements of AS9100 or ISO9001 Quality Management Systems and is certified by a recognized certified accreditation body agency. ASQC-Q9003 certification is acceptable for built-to-print suppliers and special processors. Notwithstanding the provisions of this clause, Seller is in no way relieved of the final responsibility for the supplies or services ordered. This system shall be subject to review by Customer's Quality Assurance representative.

**CN08 - CALIBRATION SYSTEM / SERVICES**

Seller shall maintain a calibration system that complies with the applicable requirements and latest revision of ISO 10012, ISO 17205 or ANSI/NCSL Z540 or equivalent. If ANSI/NCSL Z540 is applicable, the Handbook shall be used as the interpretive guide. This system shall be subject to review by Customer's Quality Assurance Representative. Upon request Seller shall provide certification of calibration(s) that such services were accomplished utilizing standards traceable to National Institute of Standards and Technology

**CN09 - CERTIFICATION OF COMPLIANCE**

Seller shall submit with each shipment a signed certificate by Seller's Quality Representative that the materials furnished to Customer are in conformance with applicable requirements of the contract, drawings and specifications. Material/Processes that have been tested to a specification must reference that specification and any applicable Class, Grade, or method within the specification. This certificate shall also affirm that supporting documentation is on file and will be made available to Customer or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. Expiration of records shall be disposed of by the seller as such to render them unusable or unidentifiable unless otherwise specified by Customer. An example of an acceptable statement of certification of conformance is as follows: "This is to certify that all items noted above are in conformance with the Sales Order, contract, drawings, specification and other applicable documentation and that all process certifications, chemical and physical test reports required are on file at this facility and are available for review".

**CN10 - INSPECTION / TEST DATA**

If applicable, a signed copy of final inspection/test data for all units shall accompany shipments made against this order. Data sheets shall be identified with, as a minimum, Seller's name, an authorized signature, Customer Purchase Order Number, part number and revision level, and date of tests. Characteristics being tested shall be identified by name of test, applicable drawing or specification paragraph, inspection test limits, and method of testing along with results of the tests.



**CN11 - FIRST ARTICLE INSPECTION**

Items produced under this Contract are subject to the approval of a First Article sample at Customer’s facilities. Seller shall deliver one sample, (or more as requested) which represents in all aspects, the items to be delivered, and await approval before shipping the remainder of the order.

**CN12 - SELLER FIRST ARTICLE INSPECTION**

Seller shall create or select a first article inspection sample, and perform a complete AS9102 First Article Inspection Report to all drawing requirements. The AS9102 First Article Inspection Report shall accompany the product upon delivery and the part the first article was performed on shall be appropriately identified in the delivery.

**CN13 - ACCEPTANCE TEST PROCEDURE**

Two copies of proposed Acceptance Inspection/Test Procedure for the inspection/test specified in the applicable specifications shall be submitted for approval thirty (30) days 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 make reference to test fixtures for acceptance testing, a drawing or schematic of the test fixtures shall be supplied.

**CN14 - MERCURY EXCLUSION**

Each shipment made against this Contract must contain a statement certifying that the item(s) supplied contain no metallic mercury or mercury compounds, and that Seller has taken responsible steps to ensure that the item(s) are not contaminated with metallic mercury or mercury compounds. The certification shall reference order number, part number, description and quantity shipped.

**CN15 - PURE TIN EXCLUSION**

Unalloyed or commercially pure tin or tin coatings shall not be used as a final finish without prior written approval from Customer. Solderable component leads or surfaces (including wire) must meet the latest issue of the requirements for solderability per MIL-STD-202 Method 208 and/or ANSI/J-STD-002. Leads, pins and terminals of components or parts susceptible to oxidation shall be protected by adequate packaging to minimize oxidation during storage and shipment.

**CN16 - SPECIAL PROCESS APPROVAL**

Seller shall have on file and available for review, certifications of special processes performed by sub-tier suppliers such as heat treating, finishing, etc. Special processes are defined as an operation performed on an Item where the operation is not readily conducive to being inspected subsequent to its conclusion. Special processes such as soldering, welding, heat treating, electro and electro-less plating, brazing, anodizing, chemical films and non-destructive testing shall require Customer’s prior approval of processes, procedures and personnel as applicable. This approval must be established with Customer prior to fabrication under this contract. Seller is responsible for, and shall certify, special process specification compliance by all of his subcontractors. Seller shall maintain objective evidence thereof.

**CN17 - SERIAL NUMBERS**

Seller shall assign permanent, individual serial numbers to all items shipped under this Contract. If Customer 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 Contract or the Customer drawing. Material certifications, analysis, test bars, samples, etc., shall be correlated with each serialized item.

**CN18 - LOT CONTROL**

Seller shall assign a common lot control number to all items in a particular manufactured lot. For this clause, a lot is defined as a quantity that has been manufactured during an uninterrupted period of time by essentially the same personnel, following a standard process and using the same equipment/facility.

**CN19 - PRODUCTION TOOLING**

Acceptance of production tooling on this Contract shall be contingent on inspection and acceptance by Customer. Representation of the applicable characteristics on each of the samples produced from this tooling must conform to the dimensions and tolerances as specified on the applicable drawings and specifications. All hard tooling samples for first article inspection shall be accompanied by a first article inspection report and material certification.

**CN20 - CRITICAL MATERIALS**

This Contract covers the procurement of materials or parts that have been designated as “critical”. As a result, the following special Quality Assurance Requirements must be strictly applied.

- (a) Due to the critical application of this material, maximum confidence of material integrity and quality is necessary. Each shipment of material must be accompanied by two (2) legible and reproducible copies of certifications containing total and complete data, traceable to heat, lot or batch number. Traceability shall be achieved by a positive means of identifying material to its certification documentation.
- (b) Material certifications shall be recorded on the testing company’s letterhead and signed by a duly authorized representative of that company. Certifications supplied to Customer shall be the original material certifications or exact copies thereof. Transcription of any data from any material certification to the letterhead of another supplier, subcontractor, etc. that did not actually perform the testing is expressly prohibited.
- (c) Where the mechanical properties of the material have been altered by heat treatment or metal working processes, the mill certification, if furnished as evidence of material chemical composition, shall be accompanied by a certification which contains quantitative results of the mechanical test providing that the material supplied complies with the specification to which it was procured. The sole alternative permitted to such mill source and/or heat treatment of metal working facility certifications is a testing laboratory’s quantitative chemical and mechanical test report, identifiable and traceable to the furnished deliverables.
- (d) The above requirements shall be invoked by Seller upon all suppliers/subcontractors which process or supply material designated to be a critical item acquired under this contract.



**CN21 - REQUIRED TEST SPECIMAN(S)**

- (a) WELDMENT SAMPLES. With the initial shipment, Seller shall submit two (2) weldment samples representative of the welding performed on the items shipped and in accordance with the applicable specifications.
- (b) TEST BARS. With each shipment, Seller shall submit one (1) raw disc representative of the entire heat or melt suitable for spectrographic test and two test bars from the melt, heat forging lot, etc. from which the items supplied came. Test bars shall be identified and correlated to certifications supplied with the shipment.
- (c) TEST COUPONS Seller shall submit two (2) test coupons representative of the coating / finishing process performed on the items shipped and in accordance with the applicable specifications.

**CN22 - SHELF LIFE**

Seller shall identify all materials and articles, which have definite characteristics of quality degradation with age and/or environment. Seller shall furnish the date of manufacture and the shelf life expiration date on each container shipped. When environment is a factor in determining useful life, the identification shall include the storage conditions (i.e., temperature, humidity, etc.) required achieving the stated life.

**CN23 – QPL VERIFICATION**

Seller shall provide customer the Governing Spec (From QPD); Mfr Designation (From QPD); and Test Reference (From QPD) on item supplied. This helps ensure that the part being provided is from a QPL Verified Source.

For QPL/QPD data go to: <http://qpldocs.dla.mil/search/default.aspx>

**CN24 – MANUFACTURER’S CERTS**

Seller shall supply a legible copy of the manufacturer’s certifications with each shipment. Seller certifies that the items being supplied are fully traceable to the manufacturer and have not been obtained through an unauthorized reseller.

**CN25 - CHEMICAL, PHYSICAL AND PROCESS REPORTS**

Two (2) legible and reproducible copies of actual chemical and physical test reports identifiable with the material submitted shall accompany each shipment. These reports shall contain the signature and title of an authorized representative of the agency performing the tests and must assure conformance to specification requirements.

**CN26 – ALUMINUM ALLOY CERTIFICATION**

Seller shall provide with shipment certification that the aluminum alloy supplied is in accordance with ASTM B 211, B 221, B 209, B 85, B 26/B 26M, AMS-QQ-A-225/6, /7 or /8.

**CN27 - MAGNETIC PARTICLE INSPECTION**

Seller shall perform magnetic particle inspection on all items of each shipment in accordance with the requirements of the latest revision of ASTM-E1444 or other drawing requirements, and transmit a copy of the inspection report with each shipment. The report shall reference Customer’s contract number, drawing number, (and/or Seller’s drawing number), and state inspection findings by item – each of which shall be numbered on the report and correspondingly identified in the shipment by removable tags or other means of temporary identification. Customer is to be notified immediately of any failures that are observed.

**CN28 - ELECTROSTATIC DISCHARGE**

Electrostatic Discharge Protection shall be controlled for parts during receipt and through the manufacturing and inspection cycles, storage and shipping. Electrostatic Discharge Protection criteria, as a minimum, shall be in accordance with the latest version of MIL-STD-1686 or other applicable drawing requirements.

**CN29 - BLANKET ORDER**

Seller is authorized to produce the entire quantity of this order in one lot. In consideration thereof, Seller agrees to hold this material at his facility and make shipments in accordance with the noted shipping schedule. Further, Seller agrees to invoice only for quantities actually shipped and only at the time of actual shipment. Subject unit price represents that price which is applicable to the total quantity of the order.

**CN30 - SAFETY REQUIREMENT**

The Seller agrees to comply with the Customer’s safety regulations and standards as to material, tools, mechanical equipment, warning signs, barricades, etc. The Seller agrees to obtain clearance in writing from Customer before performing any work on Customer’s premise under this order. Approval obtained on any other order shall not be valid for this order.

**CN31 - FLOW DOWN REQUIREMENTS**

Customer may have key characteristics, special quality, material, process or other controls imposed on this Contract. Seller shall flow down these requirements to any and all subcontractors.

**CN32 - DOMESTIC SPECIALTY MATERIALS**

Seller warrants that any furnished item containing specialty metals is in compliance with DFAR 252.225-7009, section 225.003(10) (was DFAR 252.225-7014 – Alternate I). Seller shall provide evidence of compliance, including flow down to all sub-tier suppliers, when requested by Customer.

**CN33 - OVERSEAS DROP SHIP REQUIREMENTS**

Each Drop Shipment overseas must include the Packing Slip, Invoice and Copy of actual Air Way Bill (AWB). In addition to including the documents with the shipment, please e-mail all of the above to the appropriate Customer Contact.

**CN34 - SPC PROGRAM REQUIREMENTS**

Seller shall establish and maintain a Statistical Process Control (SPC) program to control the quality level of products scheduled for delivery to Customer under this Contract. Seller’s SPC program documentation, including objective evidence of continuous product conformance to specified requirements shall be submitted to Customer for evaluation and approval. Seller’s SPC system approved by Customer may be accepted by Customer in lieu of conventional final inspection of product by Seller.

**CN35 - MATERIAL SAFETY DATA SHEETS (MSDS)**

MSDS shall be included in each shipment of materials or chemicals that contain hazardous materials or require special attention for safe handling.

**CN36 - TRACEABILITY**

All items supplied under this Contract shall be traceable to the raw materials used. If not supplied with the material, the information shall be made available to Customer upon request.

**CN37 - FOREIGN OBJECT DAMAGE (FOD) PREVENTION**

The Seller shall maintain a FOD control program assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Maintenance of the work area and control of tools, parts and material shall preclude the risk of FOD incidents. Prior to closing inaccessible or obscured areas and compartments during assembly the Seller shall inspect for foreign objects/materials. The Seller shall document and investigate all FOD incidents assuring elimination of the root cause.

**CN38 - FACILITY RELOCATION / PROCESS CHANGE NOTIFICATION**

Seller shall not change any processes or relocate any Customer approved production, manufacturing, and/or processing facilities during performance of the work specified in the Contract. Customer shall be notified in writing of any such intended changes prior to performance against the Contract and afforded an opportunity to examine and approve changes for compliance with quality requirements. If a specific test facility was previously approved by Customer as provided for in the Contract, Seller shall not change a test facility, nor use another test facility to meet specification/drawing requirements without prior written approval from Customer. Seller shall also notify Customer in writing when a significant change in management or ownership has occurred.

**CN39 - RoHS COMPLIANCE**

The Restriction of the Use of Certain Hazardous Substances (RoHS) Directive, 2002/95/EC of February 13, 2003, was enacted by the European Community to minimize the impact of end-of-life electrical and electronic equipment on the environment. The Directive bans the use of lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), and polybrominated diphenyl ethers (PBDE) in electrical and electronic products sold in the European Union beginning July 1, 2006. Seller is requested to certify the RoHS compliance status of the items supplied under this Contract and provide information as needed to confirm process compatibility and traceability. The identification scheme employed must clearly differentiate compliant parts from their predecessors. In lieu of specific reporting requirements, Seller will provide material declarations based on the latest version of the IPC-1752 standard.

**CN40 - COUNTERFEIT PART PREVENTION**

(a) For the purposes of this clause, Work consists of those parts delivered under this contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). Counterfeit Work means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

(b) Seller agrees and shall ensure that Counterfeit Work is not delivered to Customer.

(c) Seller shall only purchase products to be delivered or incorporated as Work to Customer directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor supply chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Customer.

(d) Seller shall immediately notify Customer with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by Customer, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) In the event that Work delivered under this contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this contract. Notwithstanding any other provision in this contract, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Customer costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Customer may have at law, equity or under other provisions of this contract.

(f) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(g) Seller shall include paragraphs (a) through (d) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Customer.

Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan using industry standard SAE AS5553 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.

**CN41 - DODD – FRANK COMPLIANCE (CONFLICT MINERALS)**

The term "Conflict Minerals" is defined as minerals derived from ores mined in the Democratic Republic of the Congo (DRC) or adjoining countries and which directly or indirectly finance or benefit armed groups in that region. These minerals are: gold (Au), tantalum (Ta) from columbite- tantalite, tin (Sn) from cassiterite, and tungsten (W) from wolframite.

(a) The Seller certifies that there are no "Conflict Minerals" present in the product being provided and;

(b) The Seller shall submit with each shipment made against this Contract a separate certification that includes (1) a statement that Seller has taken responsible steps to ensure that the product being provided does not contain "Conflict Minerals" and (2) the name of the country of origin and the name of the smelter from which the minerals were mined and (3) a statement that the materials furnished to Customer are in conformance with DODD-FRANK FINANCIAL REFORM BILL ACT (SECTION 1502); US LAW 111-203. TITLE XV

This certificate shall also affirm that supporting documentation is on file and will be made available to Customer or regulatory agencies upon request. Supporting documentation shall be maintained for a minimum of ten (10) years and remain legible, readily identifiable, retrievable and stored to prevent damage. The certification shall reference the metal, Customer Sales Order number, Customer part number, description and quantity shipped.