

Quality Assurance Standard Procurement Clauses

1. Quality Management System Requirements

The supplier shall establish and maintain a system for the control of quality that complies with the requirements of MIL-I-45208, MIL-Q-9858, AS9100, or ISO 9001. The quality system shall be maintained to assure that all supplies and services are subject to examination and tests required to prove conformance to contract or purchase order requirements. This system shall be subject to Upland Fab, Inc.

2. Measuring and Test Equipment

The suppliers quality management system for the control monitoring and measurement equipment must comply with ISO 10012 or equivalent.

3. Specifications and Changes

- a. The suppliers quality management system shall provide for procedures which will assure that the latest applicable drawing, specifications and instructions required by the contract or purchase order, as well as authorized changes thereto, are used for fabrication, inspection and testing.
- b. The suppliers procedures must assure that the organization will notify Upland Fab, Inc. of changes in product and/or process definition and change to facilities and, where required obtain appropriate approvals.
- c. Copies of Upland Fab, Inc. customer's drawings, specifications, and/or procedures supplied by Upland Fab, Inc. shall not be reproduced except for internal use. Such proprietary items shall be controlled to preclude their use other than contract work with Upland Fab, Inc.

4. Certificate of Conformance

The supplier shall provide a Certificate of Conformance (C of C) attesting that the processes and/or products meet the applicable drawing and/or specification imposed by the purchase order. The C of C shall be attached to the packing slip, and shall accompany each shipment. The C of C shall contain the signature and title of an authorized representative, as well as purchase order number, part number, revision, quantity, all processes performed, and the specifications and revisions to which they conform.

5. Material Certifications

The certificate shall show the name of the material, the applicable specification number, lot/batch identifier, the name of the manufacturer of the material, and the signature of a responsible representative from the manufacturer. Supplier shall provide and retain full chain of custody including a certification from the material manufacture indicating that the material meets its specification.

6. Right of Entry

Upland Fab, Inc., their customer's, and regulatory authorities, including the government reserve the right to conduct inspection and/or surveillance to verify conformance to specified requirements. The government/customer has the right to inspect any or all of the work in this order at the supplier's facility. The right extends to the plant and any sub-tier supplier for materials/processes intended for

incorporation into the contracted product. Upland Fab, Inc. or Customer verification does not relieve the subcontractor of

the obligation to provide acceptable product, and shall not preclude subsequent rejection by the customer.

7. Purchase Order Flowdown

The supplier shall flowdown the quality requirements of this contract to the complete supply chain used in the performance of this contract, including key characteristics where required.

8. Nonconforming Product

The suppliers quality management system shall provide procedures for notifying Upland Fab, Inc. of nonconforming product and for the arrangements to obtain approval of supplier nonconforming product. The supplier shall take prompt action to correct conditions, which have or could result in nonconforming product being shipped to Upland Fab, Inc.

9. ITAR

If the order falls under the regulations of ITAR (International Traffic and Arms Regulations), all manufacturers, exporters, brokers of defense articles, defense services or related tech data are required to register with DDTC (Director of Defense Trade Controls). All license requirements imposed by ITAR are the sole responsibility of the subcontractor in possession of the purchase order.

10. Records

The supplier shall maintain adequate records of all inspections and test. The records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of corrective action taken. These records shall be available, and copies furnished upon request to Upland Fab, Inc's representative. Records shall be kept for a period of ten (10) years or as required by contract or purchase order.

11. Preparation for Shipment

Unless otherwise specified in the purchase order, drawings, or specifications, the suppliers quality management system shall assure that the products is packages to protect against damage and deterioration during shipment in accordance with best commercial practices.

12. FOD Prevention Program

Seller is required to establish and maintain a FOD prevention program in accordance with AS9146

13. Counterfeit Part Prevention

The seller shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Upland Fab. NOTE: Counterfeit part prevention processes should consider:

- training of appropriate persons in the awareness and prevention of counterfeit parts;
- application of a parts obsolescence monitoring program;

- controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources;
- requirements for assuring traceability of parts and components to their original or authorized manufacturers;
- verification and test methodologies to detect counterfeit parts;
- monitoring of counterfeit parts reporting from external sources;
- quarantine and reporting of suspect or detected counterfeit parts.

14. Awareness

The seller shall ensure all persons are aware of:

- their contribution to product or service conformity
- their contribution to product safety
- the importance of ethical behavior

15. Cybersecurity

The supplier shall comply with FAR 52.204-21, DFARS 252.204-7012, 7019, 7020, and 7021 when ITAR controls are noted on the PO or engineering.

[FAR 52.204-21](#)

[DFAR 252.204](#)

16. Age Sensitive Materials

Certification of conformance for age sensitive material shall contain the following as a minimum: shelf life, expiration date and storage conditions to achieve shelf life, if not stated on normal package. Shipments with less than 80% remaining shelf life are not acceptable.

17. Defense Priority Allocation System Requirements

The DPAS provides that DoD contracts are assigned priority ratings to assure that these contracts are afforded production priorities for delivery ahead of unrated orders which includes commercial orders. Ratings are assigned to DoD contracts and enforced in both peacetime and war or emergencies. The contractor is obligated to accept the rated order, to schedule production operations to satisfy delivery requirements of each rated order, and to extend the priority rating to suppliers to assure that the item is delivered in the timeframe requested.

- a. When DPAS is indicated on the contract a supplier must accept or reject a rated order in writing (hard copy), or in electronic format, within fifteen (15) working days after receipt of a DO rated order and within ten (10) working days after receipt of a DX rated order. If the order is rejected, the person must give reasons in writing or electronically for the rejection.
- b. If a rated order is placed for the purpose of emergency preparedness requirements and expedited action is necessary or appropriate to meet these requirements, the following statement must be included in the order: "This rated order is placed for the purpose of emergency preparedness. It must be accepted or rejected within specified in [§ 700.13\(d\)\(2\)](#)."
- c. If a person has accepted a rated order and subsequently finds that shipment or performance will be delayed, the person must notify the customer immediately, give the reasons for the delay, and advise of a new shipment or performance date. If notification is given verbally, written (hard copy) or

electronic confirmation must be provided within one working day of the verbal notice.

18. Inspection and Test Characteristics

Supplier shall inspect and/or test as applicable, all characteristics defined by the purchase order, applicable drawing specifications, pertinent to the work that the Supplier is responsible for performing.

19. Item Lot/Batch Traceability

Supplier shall provide each PO line item from one material lot/batch. If the supplier has multiple lots, each lot shall be packaged separately and clearly identified. The packing slip and certificate of conformance shall identify each lot/batch.

20. Notification of Escapement (NOE)

When supplier determines a nonconformance exists or is suspected to exist on Goods and/or Services already provided to Upland Fab, Inc. under Contract, Supplier shall within three (3) business days of such determination provide notice to Upland Fab, Inc. quality.