

ATTACHMENT B

Supplier Product Assurance Requirements Purchase Order Supplement

The following Supplier Product Assurance Requirements, when incorporated by number in the Purchase Order, become a Seller obligation. These requirements are imposed in addition to the standard terms and conditions of Attachment A, and to all other attachments expressly imposed in the Purchase Order.

SPAR 1A: INSPECTION SYSTEM REQUIREMENTS

The Seller shall provide and maintain an inspection system acceptable to BEI Quality Assurance. It is the Seller's responsibility to ensure that inspection and testing required to substantiate products and services provided under this Purchase Order conform to applicable technical requirements, including drawings, specifications, and any/all other data furnished by BEI are properly conducted in a timely manner. The Seller's inspection system is subject to review and approval at all times by BEI Quality Assurance.

SPAR 1B: QUALITY MANAGEMENT SYSTEM

The Seller's Quality Management System shall conform to the latest issue and revision (issue in effect as of the date of this Purchase Order) of International Standard ISO 9001, Quality Management System Requirement. If the Seller is a distributor furnishing product not of his own manufacture, the Seller shall assure the product manufacturer's Quality Management System conforms to the latest issue and revision of ISO 9001. Seller shall identify product manufacturer to BEI in documents attending each shipment.

SPAR 2B: BUYER SOURCE SURVEILLANCE

All items to be delivered under this Purchase Order are subject to surveillance by the Buyer, or Buyer authorized agent, during the period of manufacture, processing, inspection and/or test at Seller facility, or the Seller's sub-tier vendor's facilities.

SPAR 2C: BUYER SOURCE INSPECTION

Items to be delivered under this Purchase Order require inspection by BEI Quality Assurance at the Seller's facility. Buyer Source Inspection points shall be defined in the Purchase Order and shall be mutually agreed upon by the Buyer and Seller prior to beginning manufacturing. The Seller shall provide tentative notice to the Buyer ten days in advance of inspection readiness and confirmation no less than forty-eight hours in advance thereof. Items submitted for Buyer source inspection shall have previously been accepted by the Seller. BEI source inspection does not relieve the Seller of the responsibility for compliance with all requirements of this Purchase Order. The Buyer reserves the right for final acceptance at Buyer's facility. Evidence of Buyer Source Inspection performance must be reflected in the Sellers accompanying deliverable documentation.

SPAR 3A: GOVERNMENT SOURCE INSPECTION

Government inspection is required prior to shipment from your plant. Upon receipt of this purchase order promptly notify the Government Representative who normally services your plant, in order that appropriate planning for Government inspection can be accomplished. In the event that the Inspection Office cannot be located, the Buyer should be notified immediately.

SPAR 3B: GOVERNMENT SOURCE INSPECTION - NASA

All work on this order is subject to inspection and test by the Government at any time and place. The Government quality representative who has been delegated NASA Quality Assurance functions on this procurement shall be notified immediately upon receipt of this order. The Government representative shall also be notified forty-eight hours in advance of the time articles or materials are ready for inspection or test.

SPAR 4A: GOVERNMENT REVIEW OF QUALITY CONTROL OR INSPECTION SYSTEM

During performance on this order your quality control or inspection system and manufacturing processes are subject to review, evaluation, and analysis by authorized Government representatives. Government inspection or release of product prior to shipment is not required unless you are otherwise notified.

SPAR 4B: GOVERNMENT RIGHT TO INSPECT - NASA

The Government has the right to inspect any or all of the work included in this order at the supplier's plant.

SPAR 5: CERTIFICATE OF COMPLIANCE

A statement signed by a legally authorized representative of the Seller shall accompany each shipment, certifying that items being delivered are in full compliance with the Purchase Order, drawings, and specifications traceable to the Purchase Order; and objective evidence to that effect can be made available to the Buyer upon request. However stated or implied, the Seller's Certification of Compliance shall constitute a representation by the Seller that:

- A. Materials used are those which have been specified by Buyer, and that the items delivered were produced from materials for which Seller has on file reports of chemical or physical analysis and any other objective evidence of conformance of such materials to applicable specifications.
- B. Processes used in the fabrication of items delivered were in compliance with applicable specifications as referred to or furnished with this Purchase Order.
- C. Specifications and all other requirements applicable to the items delivered have been complied with by the Seller.
- D. Records constituting objective evidence of the inspection performed in the course of manufacturing, preservation, packaging, and packing of said articles will be retained by Seller for a minimum of three years after completion of the Purchase Order, unless otherwise specified, and shall be made available for review by the Buyer on request.

SPAR 6A: CHEMICAL AND PHYSICAL ANALYSIS REPORT

The Seller shall submit with each shipment a test report listing actual test results obtained from a physical and chemical analysis of the raw material used to fill this order. In the event Purchase Order items are "drop shipped" to a facility other than the Buyer's, the test report shall be submitted along with a copy of the packing list to the Buyer.

SPAR 6B: SPECIAL PROCESS SAMPLE

The special process specified in this order shall be applied to a sample of material from the same raw material lot as that used in the manufacture of the deliverable product. The sample shall contain at least four square inches of surface area, have a surface finish equivalent to that of the deliverable product, and shall be processed by the same special processes as the deliverable product. The Seller shall submit to the Buyer a sample for each process lot and shall identify the sample to the order by part number and date of shipment.

SPAR 6C: CERTIFICATION OF RAW MATERIAL COMPOSITION

The Seller shall submit with each shipment a copy of the raw material manufacturer's certification, showing the chemical or metallurgical composition of the raw material furnished by the Seller against this order. In the event Purchase Order items are "drop shipped" to a facility other than the Buyer's, the certification shall be submitted along with a copy of the packing list to the Buyer.

SPAR 6D: RAW MATERIAL SAMPLE

The Seller shall deliver with each shipment a sample of material from the same raw material lot as that used in the manufacture of the deliverable product. The sample shall contain at least four square inches of surface area, and have a surface finish equivalent to that of the deliverable product. The Seller shall include the sample with each shipment and shall identify the sample to the order by part number and date of shipment.

SPAR 7: SERIALIZATION

With each shipment, the Seller shall submit a legible copy listing all serialized parts and/or assemblies, by part number, for each end item shipped. No two parts of the same part number on this Purchase Order or any other Purchase Order are to be identified with the same serial number unless otherwise specified.

- A. The serial numbers to be assigned by part number are included with this Purchase Order.
- B. The Seller shall assign the serial numbers.

SPAR 8: FUNCTION TEST REPORTS

Each shipment shall be accompanied by two legible and reproducible copies of a test report detailing the Purchase Order number, part number, serial numbers, characteristics, limits, and actual values measured during test and/or inspection, for each delivered item. If Buyer's prior approval of the Functional Test Procedure is required, the test report shall be in strict compliance with the report format established in the procedure. The report shall bear the signature and title of the individual responsible for performing the test and assuring compliance to the applicable specifications for/on behalf of the Seller.

SPAR 9: FUNCTIONAL TEST PROCEDURE

The Seller shall submit to the Buyer for approval one copy of a functional test procedure for each product type to be delivered under this order. The procedure shall be used to determine the acceptability of the items to be delivered. The procedure shall contain, as a minimum, test equipment listing, the list and sequence of tests to be performed, test conditions and methods, limits for each characteristic to be tested, and any applicable keys to cross reference computer program symbols to characteristics. Any deviations or exceptions to the applicable product specification shall be explicitly identified. The test procedure shall be submitted to the Buyer for approval at least thirty days prior to the start of testing. Subsequent changes are subject to Buyer's approval prior to incorporation.

SPAR 10: STATIC SENSITIVE DEVICES

The devices to be furnished under this order are considered by the Buyer to be susceptible to damage from electro-static discharge. The Seller shall observe ESD precautions while manufacturing, processing, handling and/or packaging the deliverable product for shipment to prevent static damage to the product. Each deliverable product shall be encased in approved ESD material in accordance with MIL-STD-1686 (or equivalent) during shipment, and the exterior container of each item shall be prominently marked as containing electrostatic discharge sensitive material. Integrated Circuits and Semiconductor devices shall be identified and packaged in accordance with the requirements of the Military specification.

SPAR 11: CALIBRATION SYSTEM REQUIREMENT

The Seller must maintain a calibration system that meets the requirements of ANSI/NCCL Z540 CALIBRATION LABORATORIES AND MEASURING AND TEST EQUIPMENT or acceptable to BEI Quality Assurance. Certificates of accuracy or test reports to accompany deliverable items must certify traceability to standards maintained by the National Institute of Standards Technology (NIST).

SPAR 12: PRODUCT CHANGE APPROVAL

The Seller shall not make any changes in product, design, processes, or materials of items delivered under this Purchase Order without prior written authorization and approval by the Buyer. Notification to the Buyer is also required if the location of the manufacturing facility is to change during performance of work associated with this Purchase Order.

SPAR 13: AGE/ENVIRONMENT SENSITIVE MATERIAL

The Seller shall identify all materials which have definite characteristics of quality degradation with age and/or environment. The Seller shall affix this identification directly to each individual material container. Identification shall include the date useful life was initiated, and the date and/or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include storage conditions required to achieve the stated useful life:

Time lapse between the onset of useful life and Buyer's receiving date shall not exceed one-third of the useful life for material having a useful life less than six months, or one-half of the useful life for material having a useful life of six months or more.

SPAR 14: REPORT OF DISCREPANCY FOR BUYER MATERIAL REVIEW

The Seller shall notify the Buyer and request material review action for any departure from drawings, specifications, or other purchase order requirements. The initial notification may be by telephone or electronic communication, provided that a documented discrepancy report is submitted to the Buyer prior to delivery of material. The report must adequately describe discrepancies and include a complete assessment of the Root Cause and Corrective Actions taken to preclude recurrence.

The report shall be submitted to the Buyer's Purchasing Department which will arrange for appropriate Buyer Material Review Board actions. The report may be presented on Seller's standard documentation format, or on Buyer's Material Review Report (MRR) form, available to Seller on request.

A copy of the report shall be returned to the Seller, showing material review action taken. Seller shall not ship discrepant materials without Buyer Material Review Board concurrence.

Seller shall reference the Seller or Buyer assigned report number on all shipping documents accompanying the material, and all parts covered by the report shall be segregated and distinctly identified.

SPAR 18: SPECIAL PROCESS APPROVAL

Special processes (conversion coating, anodizing, plating, heat treating, soldering, non-destructive testing, etc.) utilized by the Seller, or his sub-tier suppliers, in the fulfillment of this order shall have special process approval by the Buyer prior to use. Upon receipt of this order, the Seller is required to advise the Buyer in writing of the special processes to be utilized, and request approval of same. The Seller shall make no changes in his special processes during contract performance without Buyer's approval. The Seller's system for the documentation and control of his special processes shall be subject to review and approval by the Buyer during the performance of this contract. The Seller shall utilize the same degree of control over the special processes of his sub-tier suppliers as his own. Conformance of the product to the Purchase Order requirements is the responsibility of the Seller. A listing of Buyer approved special process processor(s) is available to Seller on request.

SPAR 19: 100% INSPECTION

Seller is required to perform 100% inspection of all drawing requirements or referenced specifications for all parts. A record of "as measured" dimensions will be supplied which list the parameter specified vs. the actual measurement. The "as measured" record shall consist of actual data recording of all dimensions with a "total" tolerance of 0.010 inch or less with an accuracy of one tenth the total tolerance, a check mark or stamp for all other dimensions and notes other than "reference dimensions."

SPAR 20: PACKAGING REQUIREMENTS

All items shall be appropriately packaged and packed to the extent necessary to provide protection from hazards of contamination and physical damage encountered in general handling, shipping, and storage. Materials used for enclosing parts shall be dry and in accordance with Best Commercial Practice unless otherwise specified. Material in direct contact with metal surfaces shall not cause or promote corrosion, deterioration, or contamination. Any/all damage, corrosion, degradation, and/or alteration caused by packaging shall be the sole responsibility of the Seller.

SPAR 21 : REJECTED MATERIAL

All material rejected by Buyer and subsequently resubmitted by the Seller shall bear adequate identification of such resubmission either with the material or on the Seller shipping documentation. Reference shall be made to Buyer rejection have been corrected. Buyer and/or Government source inspected material must show evidence that the resubmission has also received Buyer and/or Government source inspection.

SPAR 22: FIRST ARTICLE INSPECTION AT DESTINATION

The compliance of Seller's product and documentation to meet Buyer requirements of applicable engineering drawings, specification, etc will be determined from inspection and acceptance by the Buyer on First Article Samples representative of the production process/tooling. The quantity of First Articles Samples will be specified in the Purchase Order. Said samples shall be delivered to Buyer's facility and must be accepted prior to the delivery of production run items unless otherwise stated in the Purchase Order. All samples shall be tagged or otherwise identified. All data resulting from the Seller's First Article Inspection shall be submitted with the First Article Samples. Seller will be notified in writing of disposition (approval or rejection). Acceptance of First Article Samples does not constitute acceptance of any production run items, nor relieve Seller of its obligation to furnish items meeting the applicable drawing or specification.

SPAR 23: FIRST ARTICLE INSPECTION AT SOURCE

First Article Inspection shall be accomplished at the Seller's facility. Buyer shall be notified at least seventy-two hours in advance and shall witness the First Article Inspection and will verify results by authentication the appropriate documentation. Verification of such results shall not constitute acceptance of any items required to be delivered hereunder, nor relieve Seller of its obligation to furnish items meeting the applicable drawing or specification.