



PURCHASING CLAUSES

PURPOSE: DEFINE CHEEK MACHINE' REQUIREMENTS FOR PROCUREMENT OF RAW MATERIALS & PROCESSING SERVICES

1. **Right of Entry** - The buyer, the buyer's customer and their customers or any applicable regulatory agency shall have right of access to all facilities involved in the order at any level of the supply chain and to all applicable records.
2. **Quality System** – The supplier shall maintain a quality system meeting the requirements of ISO 9001 family of standards unless otherwise agreed to by Cheek Machine. The inspection system shall be adequate to assure that material delivered under this order will comply with all applicable drawings, specifications, and other purchase order requirements.
3. **Notification of Nonconforming Product** – The supplier shall immediately notify Cheek Machine when a nonconformance has occurred, is suspected or known to have been delivered. The notification must include a clear description of the actual or suspected nonconformance. A request for disposition of the nonconformance is required.
4. **Notification of Inability to Ship** – The supplier shall notify Cheek Machine as soon as it has been determined that supplier is not able to ship as specified.
5. **Certificate of Conformance** – The supplier shall submit 2 copies of Certificates of Conformance with each shipment. First articles must conform to AS 9102 when applicable. Supporting certification for raw materials and/or Acceptance Testing of the materials shall accompany each lot/shipment.
6. **Required Test Specimens** – The supplier shall provide test coupons or specimens as requested by Cheek Machine's purchase order.
7. **Required Test, Inspections, & Related Instructions** – The supplier shall perform/obtain test and/or inspections and provide the resulting data to Cheek Machine prior to shipment or with shipment of product, as instructed on Cheek Machine's purchase order.
8. **Domestic Specialty Metals** – Raw materials shall not be procured from foreign agencies or produced in non-domestic mills unless previously approved by Cheek Machine. Specialty metals which have been melted outside the United States, its possessions, or Puerto Rico are prohibited and must be approved by Cheek Machine prior to shipment. If approval is granted, an independent laboratory analysis may be required.
9. **Changes in Product Definition** – The supplier shall notify Cheek Machine of any changes in product definition, process, suppliers, or manufacturing location, and, when required, obtain Cheek Machine's approval.
10. **Use of Customer Approved Special Process Sources** – The supplier shall use and direct sub-tier suppliers to use Cheek Machine or Cheek Machine's customer's designated suppliers and applicable requirements as instructed on Cheek Machine's purchase order.
11. **Hazardous Material** – The supplier shall furnish applicable Material Safety Data Sheets for products designated by industry, state, or federal agencies as hazardous material.
12. **Segregation of Product** – Raw materials must be supplied in single heat lots only. Supplier must obtain approval from Cheek Machine prior to shipping multiple heat lots. If permission is granted, the material must be shipped in separate, clearly identified containers, bundles or skids. The supplier shall not mix material of any type. Material of different type, thickness, etc., must be shipped in clearly identified and separate containers, bundles, or skids.
13. **Packaging & Preservation** – The supplier shall ensure that packaging and preservation is adequate to prevent damage or deterioration during shipment to Cheek Machine.
14. **Records** – Supplier shall retain and maintain quality records associated with product shipped to Cheek Machine from deterioration for a minimum of ninety nine (99) years unless otherwise specified by purchase order.
15. **Other Requirements** – See purchase order for additional requirements; ensure that the terms of this purchase order are flowed to sub-tier suppliers used on this job. Supplier is responsible to process to the latest revision of Specifications and Standards as referenced on drawing and purchase order.
16. **FOD Requirement** – This part requires a FOD control program in accordance with specification NAS412 in lieu of MIL-STD-980.
17. **Export Controls** – Supplier shall ensure the protection of technical information contained in this order in compliance with U.S. export statutes.
18. **Special Customer Requirements** – All special process suppliers that work on Cheek Machine jobs are required to be in compliance with the latest revision of our customer's Quality Requirements Manuals which are available in their respective websites. Furthermore, supplier shall purge or return all drawings & specifications provided by Cheek Machine with the delivery of products or services.
19. **Sample Plan** – When specified on purchase order, all inspections used for acceptance shall be conducted to a minimum sample acceptance level AQL of 0.40 in accordance with ANSI Z1.4 sampling procedure and tables for inspection activities. Normal level (ii). Lot acceptance shall be at zero. Reject shall be at one.
20. **Supplier Monitoring** – Cheek Machine's suppliers shall be measured against a Quality and Delivery goal of 90%. Cheek Machine may issue a corrective action request any time a supplier is below the goal of 90%. Suppliers may be subject to removal from Cheek Machine's approved supplier list if the supplier does not respond to the corrective action request in a timely manner.
21. **Counterfeit Prevention** – Electronic Components or any other type of product, where there is a potential for counterfeiting, should only be purchased from the Original Equipment Manufacturer (OEM) or a franchised distributor of the OEM. The Original Equipment Manufacturer (OEM)



PURCHASING CLAUSES

or a franchised distributor of the OEM, should provide, with the shipment a certificate of conformance, certifying that the component or material provided is the part number being procured on the Purchase Order. A certificate of conformance is used to establish traceability to the OEM. It is not recommended that electronic components or any other type of product, where there is a potential for counterfeiting, be purchased from a broker that is not a franchise distributor. In the event such a purchase should be made, it is the responsibility of the supplier to assure that the proper certifications are available, to provide traceability to the OEM.

- 22. Awareness** - Suppliers shall ensure persons performing work on Cheek Machine product are aware of:
- Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior
- 23. Delegation** – Delegation for verification and approval of test report contents is applied to all suppliers of Raw Material or other services which would generate a need for test reports. Acceptance of this purchase order indicates acceptance of these responsibilities. Cheek Machine shall periodically validate the supplier test reports through the use of a 3rd party independent laboratory.