

The clauses listed below become an integral part of this Purchase Order only when reference thereto is made on the face of this order. The requirements of these clauses and any procedure or reports executed in implementation thereof shall be in addition to and not to derogation of PRO-COMM, Inc. Purchase Order and/or Contract requirements. Compliance with the requirements of these clauses does not relieve the supplier of this responsibility for furnishing materials and services that fully comply with applicable drawings and specification requirements nor does it guarantee acceptance of material or services by PRO-COMM, Inc.

All clauses applicable to this purchase order are noted on the face of the purchase order by reference to clause number. Noncompliance to these Purchase Order Quality Assurance Clauses as set forth on this document is sufficient cause for rejection.

Address all inquiries to Quality Assurance Manager, PRO-COMM, Inc. 1105 Industrial Parkway, Brick, NJ 08724.

**Clauses:**

- ( )1. Government Inspection is required prior to shipment from your plant. Upon receipt of this order promptly notify the Government Representative who normally services your plant so that appropriate planning for Government Inspection can be accomplished.
- ( )2. On receipt of this order, promptly furnish a copy to the Government Representative who normally services your plant or, if none, to the nearest Army, Navy, Air Force or Defense Supply Agency Inspection Office, in the event the representative or office cannot be located, the cognizant PRO-COMM buyer should be notified immediately.
- ( )3. During performance on this order, your quality control or inspection system and manufacturing processes are subject to review, verification and analysis by authorized Government Representatives. Government inspection or release of product prior to shipment is not required unless you are otherwise notified. You shall provide a copy of this order to your Government Representative upon his request.
- ( )4. The Seller shall have a Quality Program that conforms to:
  - ( )A. ISO-9001 Quality Management System Requirements
  - ( )B. MIL-I-45208A Inspection System Requirements
  - ( )C. An Inspection System adequate for material or service being supplied to PRO-COMM, Inc.
- ( )5. Calibration Requirements - The Seller shall provide for and maintain control of measuring and test equipment in conformance to Calibration Requirements of MIL-STD-45662A or ANSI/NCSS Z540-1-1994, as applicable.
- ( )6. Seller Acceptance Inspection - Each shipment against this order shall include documentary evidence of product acceptance by Seller's inspection organization- Objective Evidence of inspection and acceptance shall be directly traceable to Seller's responsible inspection organization. This evidence shall be one of the following as indicated:
  - ( )A. A copy of Seller's inspection report indicating Seller's acceptance inspection findings for items under this order.
  - ( )B. A certificate of conformance containing a statement that material shipped conforms in all respects to applicable specifications and/or standards. The certificate must relate specifically to the part number being purchased and contain the signature of the quality assurance manager or an officer of the Company.
- ( )7. Physical and Chemical Analysis -
  - ( )A. Manufactured Articles-Raw Material Test Reports. The Seller shall provide with each shipment copies of results of chemical and/or physical tests required to satisfy specifications requirements for the raw material used in the manufacture of articles delivered under the purchase order. Traceability to the material used shall be maintained by the Seller and is subject to review by the Buyer.
  - ( )B. Raw Material-Chemical and Physical Test Reports-Each shipment of raw material must be accompanied by a legible and reproducible copy of the applicable chemical and physical test results required and identifiable to the material specification identified in this order. Test reports furnished shall contain the signature of an authorized representative of the agency performing the tests and evidence of conformance to specification requirements.
  - ( )C. Mill or Foundry Physical and Chemical Test Reports or a true copy thereof, which demonstrates conformance to all applicable specification for all metals used in the fabrication of the ordered material shall be supplied with each shipment.
- ( )8. Radiographic Inspection - The material of this Purchase Order requires radiographic inspection by a certified facility. The radiographs shall be interpreted and evaluated to specifications and standards by the certified laboratory, as required by the drawing and/or the Purchase Order. The radiographs and a copy of the laboratory x-ray report must accompany the material delivered to the Buyer.
- ( )9. Special Processing Report -
  - ( )A. Reports of all special progresses and inspection methods such as welding, heat treating, brazing, plating, magnetic particle inspection, fluorescent penetrant inspection, etc., demonstrating compliance with all applicable specifications as referenced by the drawing and/or Purchase Order, shall be submitted with each shipment. This certification is required to identify specification as well as class and type

when applicable. Times and temperatures used for hydrogen embrittlement relief shall be stated on the processing report or certification.

- ( )B. Welder's Stamp - Certified Welder's Stamp must appear on all items welded in accordance with Government specification MIL-W-8604, MIL-W-8611 and/or MIL-T-5021.
  
- ( )10. Certified Inspection / Test Data - Certified inspection and/or test data, or a true copy thereof, for applicable mechanical inspection, physical measurements, and/or electrical tests, shall be provided with each delivery of material supplied against the Purchase Order.
- ( )A. Actual (Variable) readings taken from measuring instrumentation on required sample quantity and test parameters. Sampling will be conducted in accordance with MIL-STD-105 Normal Level II, ACL 1% major, 4% minor unless otherwise agreed to in writing.
- ( )B. Summary (Attribute) data quality accepted and/or rejected or require test quality and a list of the parameters tested. Sampling will be conducted in accordance with MIL-STD-105 Normal level II, ACL 1% major, 4% minor unless otherwise agreed to in writing.
  
- ( )11. Source Inspection -
  - ( )A. Unless the Seller receives a waiver in writing from the Buyer, all items covered by this Purchase Order are subject to surveillance and inspection by the Buyer's inspector at the point of manufacture. This will include surveillance of the products, Seller's systems, procedures, and facilities. The Seller shall furnish the necessary facilities and equipment, and perform tests to demonstrate conformance to the Buyer's drawings and/or specifications.
  - ( )B. Final inspection and acceptance of Source Inspected material will be at the Buyer's facility. The Seller shall provide reasonable advance notice to permit scheduling of Source Inspection. The Seller shall provide evidence of the Buyer's Source Inspection performance with each shipment.
  
- ( )12. In Process Inspection - All items covered by this Purchase Order are subject to in-process inspection by the Buyer's Quality Representative. The Seller shall provide evidence of an in-process inspection performed with each shipment.
  - ( )A. The Buyer's Quality Representative shall designate the required in-process Source Inspection points on the Seller's flow plan upon receipt, and prior to manufacturing.
  - ( )B. Prior to application of epoxy material, hermetic sealing (pre-cap) or any permanent closure, the Seller shall present the Product to the Buyer for inspection.
  
- ( )13. Initial Item Inspection - The Seller shall submit at least one item from the first production lot to be submitted against this Order, and the Seller shall record all drawing/specification parameters and the actual inspection results obtained on the Seller's inspection form. The item inspected shall be so identified and shall be accompanied by the completed inspection form when received by the Buyer's facility.
  
- ( )14. Shelf Life - Material/parts that have a limited shelf life, have at the time of receipt by the Buyer, a minimum of 75 percent of the shelf life remaining. The Seller shall be responsible for legibly and permanently identifying each part/container with the following information: Part Number and:
  - ( )A. Rubber Cure Date - Seller's shipper and/or packing sheet must specify a cure date. Packages, containers, and parts (when required by the drawing) must be marked with a cure date per MIL-HDBK-1523, and referenced Military Specification therein, as applicable. Rubber insulated cables shall permanently indicate a cure date, as applicable.
  - ( )B. For "bag" and "tag" items (items too small for part number application) the part with appropriate cure date shall be applied to the individual bag/container using permanently marked bags or suitable stick-on type labels. Bags shall be sealed when required by the detail or material specifications.
  - ( )C. Material with a limited shelf life shall reflect the date of manufacture and expiration on the container (e.g. epoxies, paint, flux, adhesives, etc.) as applicable.
  
- ( )15. Notice of Previous Rejection - When the Seller submits material which has been previously rejected by the Buyer, the Seller's shipping document shall contain or have attached to it the statement "Resubmitted Lot", and shall reference the Buyer's Corrective Action Request number.
  
- ( )16. Document Availability - Test reports, inspection records, or other appropriate verifiable documents of quality indicating conformance to applicable drawings and specifications, shall be maintained by the Seller and shall be available for review by the Buyer and/or the Government.
  
- ( )17. Sampling Inspection Upon Receipt - Items supplied on this Purchase Order may be subject to sampling inspection upon receipt. Should the inspection lot fail, the entire lot will be rejected. The lot may be returned to the Seller for review and 100% inspection at the Seller's facility. Should the inspection sample indicate that there were acceptable units in the inspection lot, and it is determined that they are urgently needed to meet fabrication or schedule commitments, the 100% inspection may be accomplished by the Purchaser. The Seller will be invoiced for 100% of the inspection at that current labor rate.
  
- ( )18. Failure Analysis and/or Corrective Action - The Seller shall complete and submit to PRO-COMM the return copy of the Corrective Action Request form. The Seller shall conduct failure analysis on items returned when the Corrective Action Request form contains the

notation "FAILURE ANALYSIS REQUIRED". Reports or true copies of failure analysis shall be submitted to the PRO-COMM Quality Assurance Manager. Supplier to coordinate corrective action with their Government representative.

- ( )19. MIL-STD-1535A Supplier Quality Assurance Program Requirements - The Seller shall comply with the following paragraphs of MIL-STD-1535A entitled "Supplier Quality Assurance Program Requirements".
  - ( )A. Paragraph 4.2.1 entitled "Determining the Supplier's Capability" with the exception that Pre-award Quality System surveys are not prerequisite.
  - ( )B. Paragraph 4.4 entitled "Purchasing Data." This is inclusive of subparagraphs 4.4.1 and 4.4.2.
  - ( )C. Paragraph entitled "Receipt of Procured Supplies".
- ( )20. Traceability to Manufacturer - The Seller shall maintain traceability to manufacturers of items supplied against this contract. Records of traceability shall be supplied to the Seller upon request.
- ( )20a. Counterfeit Material: Seller to supply a Certificate of Conformance or the following statement must appear on your shipping documents: "Seller certifies that the products furnished on this shipment are manufactured by the referenced manufacturer/OCM in accordance with, and conforms to, the applicable manufacturers/OCM specifications. Certifications are on file with the seller or are available from the manufacturer." Any detected counterfeit material dealt with in accordance with Pro-Comm policy PC-CFCC(0614) copy of which is available at [www.procomm222.com](http://www.procomm222.com) and full credit due to Buyer from Seller.
- ( )21. Changes in Design, Material and Process - The Seller shall notify the Purchaser, in writing, prior to incorporating any design, material, or process changes, on items specified on this Purchase Order. This notification must be transmitted to the Purchaser through the Purchaser's Procurement organization, and the changes cannot be incorporated without written approval from the Purchaser. This notification in no way relieves the Seller from meeting the requirements of the drawings and specifications applicable to this Purchase Order.
- ( )22. Denial of Seller Material Review Board Authority - Seller Material Review Board Authority is not authorized on this Purchase Order. Any nonconformance to this Purchase Order, drawing, specification, or other applicable documents, must be submitted to the Purchaser through the Purchaser's Procurement organization for approval prior to shipment. The Seller's request for approval must identify the root cause of the nonconformance and describe the implemented corrective action taken by the Seller.
- ( ) 23. CTC3144 Counterfeit Terms & Conditions apply. See CTC3144 at [www.procomm222.com](http://www.procomm222.com))