

## **Purpose**

- This document establishes Supplier Product and or Service Quality Assurance Requirements.
- Unless otherwise specified, requirements referenced herein shall be in effect and binding from the date of purchase contract.

## **Definition and Abbreviation**

- A. ORDER means the purchase order and or other written and binding contract with Supplier and or Vendor (Seller).
- B. BUYER or “BizLink” (organization)
- C. External provider (supplier/vendor) means legal entity that contracts with Buyer under this Supplier Product Assurance Requirements.
- D. SPAR means Supplier Product Assurance Requirements.
- E. Special Processes are those yielding products which cannot be adequately evaluated for conformance through inspection or nondestructive testing. These include welding, plating, heat treating, bonding, soldering and so on. Special processes are evaluated through one or more of the following processes: certification, training records of personnel involved in the process, process procedures or work instruction and destructive testing of samples.
- F. “BizLink” hereafter referred to as “Organization”

## **SPAR-1 Prohibited Practices**

Supplier shall not implement any changes to the externally provided product, process or service including the change of external providers manufacturing location without prior notification to Buyer and written approval by Buyer. Changes can include but are not limited to product specification, product identification, material, processes.

Supplier shall not make any changes in product design, composition, configuration (including fit form and function), material or fabrication without prior approval by Buyer in writing.

## **SPAR-2 Unauthorized Submittal of Production Parts**

When the order requires Buyer acceptance of first article, Supplier shall not submit part from production run prior to Buyer’s acceptance of first article.

## **SPAR-3 Responsibility for Conformance**

Purchased items and or processes must be certified to purchase order requirements. Product must be inspected prior to shipping and meet specified requirements. If purchased items and or

processes are outsourced Supplier must request a written approval from buyer; and all SPAR apply to sub-tier Supplier.

**Certificate of conformance is required** for all purchased processes and or product stating that the purchase order specific requirements have been met.

### **SPAR-4 Documentation**

Buyer may refuse to accept items delivered under the Order if Supplier fails to submit the certification, test data or reports specified in the Order.

All records that are created by and/or retained by external providers shall be controlled and identified in such way to allow for traceability to the purchased service and or process, cross-reference customer purchase order and or job number. All records shall be stored in such way to allow for timely retrieval, prevent damage and ensure legibility.

### **SPAR-5 Record Retention**

External provider shall control records and/or documents created by or maintained by external provider is such documents are required to ensure conformity to requirements in regards to the provided product, process, and service. Documents shall be maintained for 10 years unless otherwise specified. Documents shall be kept readable and accessible within 48 hours of notification.

Documents must be disposed of after retention time. Disposition can include but is not limited to shredding, burning or deletion of soft copies.

### **SPAR-6 Certification of Conformance**

With each shipment of items covered by this Order, Supplier shall submit a certificate of conformance, signed by a responsible representative, which shall constitute a representation by supplier that:

- a) Material and/or services used are those which have been specified by Buyer. All purchased material must be supported with a certificate stating the material chemical or physical composition, verification of origin of material and any other required evidence of conformance of such items to applicable specifications noted on purchase contract and/or Customer drawing;
- b) Processes used to fulfill the purchased contract were in compliance with applicable specifications noted on the purchase contract and/or Customer drawing;

- c) Certification furnished under the terms of the Order shall be supported by test records, and data is subject to audit by Buyer. In case of drop shipment, a copy of the Certificate of Conformance shall accompany the shipment and a second copy shall be sent to the Buyer at time of shipment.

### **SPAR-7 Corrective Action Request**

Buyer will request corrective action from Supplier when a quality problem exists. Supplier shall respond within 7 business days. Corrective action shall include the following information: analysis of cause, immediate action taken and long term corrective action taken.

### **SPAR-8 Standards of Workmanship**

Supplier must maintain standards of workmanship directly applicable to the nature and level of work performed under this Order. Buyer reserves the right to perform in process inspections and or audits at any time during the life of the purchase order.

All personnel involved in the externally provided process must be competent and if applicable qualified. If a qualification validation is required, the organization shall state the requirement on the purchase contract.

### **SPAR-9 Nonconformance**

External provider shall notify organization of any nonconformance, changes in product and or processes, and arrange for approval. Supplier shall initiate a discrepancy report for any departure from the drawing and/or purchase requirement.

### **SPAR-10 Access to Facilities**

Supplier shall grant access to organization, and organization's job related customers, and regulatory authorities to all facilities and records and applicable documented information involved in the order. This applies to any level of the supply chain. Organization will notify the external provider if onsite verification or validation activities are required on the external provider's premises.

### **SPAR-11 Lot control and Product and/or Service Identification**

Product must be clearly identified and separated per purchase requirements listed on the purchase contract. Minimum identification requirements are: part number, revision letter, lot number. Items furnished under this Order must be identified on the smallest unit packaged.

## **SPAR-12 Quality System**

Supplier shall maintain a quality system that complies at a minimum with ISO 9001. All equipment used in the purchased process and/or for the purchased item must be calibrated and the calibration system shall be maintained. Waivers to quality system requirements are not valid unless obtained in writing from Buyer. Supplier's quality system may be subject to audit by Buyer's Quality Representative.

## **SPAR-13 Packaging and Shipping**

Unless otherwise specified in the purchase contract, Supplier shall package all material in a manner to ensure protection against cross contamination, product mix-up and/or exposure to foreign objects, corrosion, oxidation, deterioration. Furthermore, all product shipped from your facility must be packaged in a way to preserve the conformity and integrity of the product, protection from environmental conditions (such as extreme temperature and water) during storage, handling and delivery to the intended destination.

## **SPAR-14 Flow Down**

Supplier shall flow down all applicable requirement including organizations customer requires to sub-tier Suppliers. Supplier shall apply appropriate controls to their direct and sub-tier external providers, to ensure that requirements are met.

## **SPAR-15 Approval**

All purchased product, process and service shall be verified or validated as applicable prior to shipment to organization.

## **SPAR-16 Interaction**

All interaction concerning product, process or service performance (with a potential adverse effect on the sellable good) between the organization and the external product, process, and service provider shall be in writing.

## **SPAR-17 External Provider's Performance Monitoring Method**

All external providers are monitored based on on-time delivery, product/process or service performance and responsiveness. Performance data are available up on request.

## **SPAR-18 Special Quality Requirements**

If special requirements apply the organization shall flow the requirements down to the supplier inform of written instructions. Special requirements are, but not limited to: design and development control, critical items or key characteristics, test, inspection and verification requirements, product and process verification/validation requirements, the use of statistical techniques for product acceptance and related instructions for acceptance by the organization.

If organizations customer requires a designated external provider the requirement shall be recorded on the purchase contract. If applicable the external provider shall provide specimens for design approval, inspection/verification, investigation or auditing.

## **SPAR-19 Counterfeit Parts**

The organization prohibits the use of counterfeit parts. The organization will periodically validate/verify purchased product, processes, and services to ensure that no counterfeit parts are used.

## **SPAR-20 Conflict Material**

All Suppliers to this organization are required to disclose any use of "Conflict Minerals". Organization reserves to right to cancel any purchase order whose content is manufactured or contains "Conflict Material" All Material Certs shall clearly state the use of conflict material.

## **SPAR-21 Awareness**

The external process provider shall ensure that personnel is aware of their contribution to product or service conformity, their contribution to product safety, the importance of ethical behavior.

## **SPAR-22 ITAR Compliance Requirements**

If a product is identified as ITAR the supplier is required to comply with all applicable IATR requirements. If the supplier is not compliant to ITAR and a request for quote is flown down from the organization to the provider of external service or process the supplier is required to notify the organization immediately. The organization will identify products that are subject to ITAR controls within the request for quote, on the purchase order and on the customer drawing. All documented information identified as ITAR controlled have to be returned to the organization. If product is subject or non-conforming then it has to be returned to the organization. Suppliers are not authorized to dispose of any IATR identified documented information and/or product.

## **SPAR-23 Control of External Providers**

The supplier (external provider) is responsible to ensure that an externally provided product, process or service is compliant to the latest applicable requirements (such as statutory and regulatory) in the country where the product was manufactured or the process or service was provided.

## **SPAR-24 Product Materials Declaration**

**24.1 Hazardous Materials:** For each Item, Seller shall notify Buyer if the Item contains a substance or material that may be hazardous and if it is required to have a Safety Data Sheet (SDS). The percent by weight is required for substances or material required to have a SDS. Labeling and instructional materials shall be in accordance with the SDS. A shipment containing hazardous and non-hazardous materials shall have separate packaging sheets for the hazardous and nonhazardous materials. Items shipped on the same day must be consolidated on one bill of lading or air bill, unless Buyer authorizes separate documents. Shipping documents shall describe the material according to the applicable classification or tariff rating. Original bills of lading shall be surrendered to the carrier upon shipment.

**24.2 Hazardous Substance Disclosure:** Upon Buyer's request, Seller shall promptly provide information on any Items delivered under this Order which contain hazardous substances (Hazardous Disclosure). A Hazardous Disclosure shall include part number, part weight, substance name, and substance percentage by weight. Seller shall promptly provide Buyer with an updated Hazardous Disclosure for new Items purchased by Buyer and changes to the hazardous substance list affect Items. Seller shall provide a Hazardous Disclosure within fifteen (15) days after receipt of the request.

**24.3 Prohibited Substances:** Seller shall not include prohibited substances in Items delivered to Buyer, without Buyer's prior approval. Prohibited substances are subject to change upon notice, but currently include asbestos, radioactive substances, and ozone-depleting substances, including substances on their own and in substance-containing compounds.

**Note:** The supplier shall comply with the Persistent, Bioaccumulative, and Toxic Chemicals section (6h) of TSCA (Toxic Substances Control Act).

- PIP (Phenol, Isopropylated Phosphate) – any amount is prohibited
- DBDE (Decabromodiphenyl ether) – any amount is prohibited
- HCBDE (Hexachlorobutadiene) – any amount is prohibited
- PCTP (Pentachlorothiophenol) – c > 1% w/w is prohibited
- TTBP (Tris(tert-butyl)phenol) – c > 0.3% w/w is prohibited

**24.4 REACH:** Upon Buyer's request (REACH Request), Seller shall provide information on any Items delivered hereunder which contain regulated substances (REACH Disclosure) as specified in EC Regulation No 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Seller shall promptly provide Buyer with an updated REACH Disclosure whenever an Item contains a substance that is added to the REACH Candidate List for Authorization, is subject to Authorization, or is Restricted. Seller represents and warrants that each Item, its supply and use, including its incorporation into other products, and its import into the European Union, complies with all applicable REACH requirements, including, but not limited to, substance registration, notification and authorization of a Substance of Very High Concern (SVHC). Seller shall complete Buyer's semi-annual survey for SVHCs or Prohibited Substances Survey no later than fifteen (15) days after the date of issuance of the REACH Request or survey request and sixty (60) days after the date of issuance for Hazardous Disclosures. Seller further agrees that if Seller does not respond within fifteen (15) days, such non-response shall constitute Seller's affirmation that none of the Items supplied hereunder contain a SVHC.

**24.5 Conflict Minerals:** Upon Buyer's request (CM Request), Seller shall provide information (CM Disclosure) on any Items delivered hereunder containing Conflict Minerals (CM), which currently include gold, tin, tungsten and tantalum, as defined in 77 FR 56273, 17 CFR PARTS 240, 249 and 249b, Section 13(p) of the Securities Exchange Act of 1934 and Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (collectively, Conflict Minerals Regulations). Form 99FP can be found at <http://www.responsiblemineralsinitiative.org/conflict-minerals-reporting-template/> and be submitted to Buyer no later than fifteen (15) business days from receipt of the CM Request. Seller shall promptly provide a written update of any change in or addition necessary to provide complete and accurate information in the CM Disclosure.

**24.6 Lithium:** Prior to the initial shipment of any Item that contains lithium battery power sources (metal or ion) or any other derivative or combination of matter that contains lithium batteries, Seller shall notify Buyer in advance of Item shipment. If there is any material change to the lithium content, size, type, or quantity in subsequent shipments of any Item, Seller shall re-submit the notification with updated information. Additionally, prior to and during shipment, each Item containing lithium shall meet all labeling and all other requirements set forth in the United Nations Manual of Tests and Criteria, part III, subsection 8.3 as referenced in the U.S. Department of Transportation hazardous materials regulation at 49 CFR parts 100-185. Furthermore, prior to and during shipment, each Item that contains lithium shall meet the requirements set forth in the International Air Transport Authority (IATA) Dangerous Goods Regulations Section 4.

**24.7 Cooperation:** Seller shall cooperate with Buyer and provide all information, documentation, and assistance requested by Buyer for achieving compliance with all current and future materials declaration regulations. Seller shall reimburse Buyer for all costs and expenses in connection with any expenditure required by Buyer for compliance of Items with such materials declaration regulations, including, but not limited to, testing for REACH compliance, which testing shall be performed, at Buyer's option, by Buyer or Seller.

**24.8 Verification Rights:** Upon Buyer's request, Seller shall provide a copy of its policies and procedures implemented for compliance with these product material declarations regulations and requirements. Seller's compliance shall be capable of verification through review and analysis by Buyer at Seller's facility and be available for Buyer's examination and reproduction upon prior notice, until three (3) years after final payment under this Order. Seller shall provide assistance to interpret such data if requested by Buyer.

I, \_\_\_\_\_  
*Print Name*                      *Title*                      *Company*                      *Signature*

External provider will comply with the above listed SPAR requirements.