



Purchase Order Quality Clauses

Q CODE 001

The most current revision of these Purchase Order Quality Clauses is available on website @ www.wiremasters.com located at the bottom of our home page. If you do not have access to the Internet, please contact the Buyer and a copy will be sent.

Q CODE 050

Each packing slip, certification, and test report (when required by specification) must be marked with the ordered part number and revision, purchase order number, manufacturer, lot/batch number, and serial numbers (if applicable). Failure to comply can result in the rejection of the material.

Q CODE 100

If not specified on Purchase Order, Ship via UPS Ground collect on WireMasters Account #. Please contact WireMasters Purchasing Department @ purchasing@wiremasters.com for the correct account #. If total weight greater than 125 lbs email freightrequest@wiremasters.com for shipping Freight Carrier. Individual Purchase Orders take precedence over Purchase Order Quality Clauses. WireMasters will not be liable for prepaid freight.

Q CODE 150

All tolerances +10/-0 percent for wire & cable products will be acceptable unless purchase order specifies differently. All connectors and products purchased by a unit of measure as each have a +/-0 percent tolerance. If the purchase order specifies a tolerance the purchase order supersedes this purchase order quality clause.

Q CODE 200

Items provided must be in accordance with Qualified Products List (QPL) identified by the procurement specification or when required, customers acceptable.

Q CODE 250

Right of access is granted to the purchaser, their customer, and regulatory authorities to all facilities involved in the order and all applicable quality records.

Q CODE 300

Certification of conformance to all specifications called out in this purchase order and/or any attached "Approved Products List" is required.



Q CODE 350

Certificate of conformance with each shipment of items covered by this purchase order, supplier shall submit a certificate of conformance signed by a responsible representative that constitutes a representation by the supplier that:

- 1) Materials used are those specified by the buyer and the items delivered were produced from materials for which the supplier has, on file, reports of chemical or physical analysis, and any other required evidence of conformance of such items to applicable specifications.
- 2) Processes used in the fabrication of items delivered are in compliance with applicable specifications forming a part of this order.
- 3) The items, as delivered, comply with all specifications and other requirements of this order. In case of a drop shipment, a copy of the above certificate shall be submitted directly to the buyer at the time of shipment.

Q CODE 400

Prepare for delivery in accordance with the best commercial practice for domestic shipment, which shall be sufficiently sturdy to ensure safe delivery from the point of origin to the destination specified herein.

Q CODE 450

WireMasters must be notified of anomalies, changes in definition, and the approval of their processing.

Q CODE 500

The supplier shall ensure that quality system controls are effective. The title, number, and issue of the quality system standard to be applied to the product.

Q CODE 550

WireMasters requires our supplier to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

Q CODE 600

WireMasters requires our supplier to notify of any nonconforming product and arrange for approval of supplier nonconforming material.

Q CODE 650

WireMasters requires our supplier to maintain on file all documentation identified by contracts for a minimum of seven (7) years from the date of final payment. The contractor must apply this requirement to lower-tier suppliers if the inspection or test records are not forwarded to the contractor. These records shall be available for release upon request by WireMasters or its customers.



Q CODE 700

Counterfeit Parts Prevention:

Only new and authentic materials are to be used in products delivered to Buyer. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMs/OEMs, or through the OCM/OEMs Franchised Distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent Distributors (Brokers) shall not be used without written consent from Buyer (WireMasters).

Definitions

Counterfeit – a part that is an illegal or unauthorized copy or substitute of an OEM item; an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; an item that has not successfully passed all OEM required testing, verification, screening, and quality control but that Seller represents as having met or passed such requirements; or an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not. Parts that have been modified according to a specific WireMasters purchase order requirement, such as refinished, up-screened or up-rated parts that are properly identified as such are not considered suspect or counterfeit.

Suspect Counterfeit – A part in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of a counterfeit part.

OCM – Original component manufacturer

OEM – Original equipment manufacturer

Franchise Distributor – - A distributor with whom the OCM has a contractual agreement to buy, stock, re-package, sell, and distribute its product lines. Franchised distributors normally offer the product for sale with full manufacturers' warranty. Franchising contracts may include clauses that provide for the OCM's marketing and technical support, failure analysis and corrective action, and exclusivity of inventory.

Independent Distributor (Broker) – A distributor that purchases parts with the intention to resell them. Independent Distributors may be franchised for selected, but not all, product lines. For purposes of counterfeit risk mitigation, a distributor is considered independent when not franchised for the item to be procured.



Q CODE 750

FOD Control – Supplier, Distributor shall have a FOD control plan for the organization, and shall define areas where FOD controls are necessary to ensure the quality of the products being produced for delivery to WireMasters.

Q CODE 800

DFAR 252.225 – All material must meet the requirements of DFAR 252.225-7007, -7008, -7009, -7010; regarding Specialty Metal.

- 252.225-7007 – Prohibition on Acquisition of United States Munitions List Items From Communist Chinese Military Companies.
- 252.225-7008 – Restriction on Acquisition of Specialty Metals.
- 252.225-7009 – Restriction on Acquisition of Certain Articles Containing Specialty Metals
- 252.225-7010 – Commercial Derivative Military Article – Specialty Metals Compliance Certificate.
- DFAR regulations can be accessed at the following Website:
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Q CODE 850

CONFLICT MINERALS – WireMasters, Inc. requires all products supplied on this purchase order to be in compliance with and, as such, Seller warrants that no product supplied on this order contains any “conflict minerals” as stipulated in Dodd-Frank Bill that is mined in Democratic Republic of Congo or adjoining countries.

Q CODE 900

US EXPORT CONTROLS - WireMasters fully complies with all U.S. export control laws and regulations (“US Export Controls”), including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the foreign asset control and specially designated nationals regulations administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury. All products, technical data, software, or technology to be exchanged between WireMasters and your company must be handled in compliance with U.S. Export Controls.



As a Term and Condition of Purchase, it is the suppliers' responsibility to provide WireMasters with export classification data (USML category and subcategory – ITAR) or (ECCN – EAR) on the Items procured from the supplier to enable WireMasters to control such Items in compliance with U.S. Export Control requirements. Furthermore, WireMasters requires its suppliers to use at least reasonable efforts to cooperate with and assist WireMasters in the correct identification and classification of Items provided by the supplier or manufactured to supplier's requirements, designs, and/or specifications, which may be subject to U.S. export control regulations. If the supplier does not or otherwise fails to make reasonable efforts to provide classification information and assist WireMasters and/or its related companies, as the case may be, to correctly identify or classify supplier Items subject to U.S. export control regulations, then WireMasters shall have the option, at WireMasters's sole discretion, to (a) return all Items not classified due to your breach of obligations hereunder for a refund in full without penalty, fee or cost to WireMasters and you shall further reimburse WireMasters for any additional costs or damages suffered by WireMasters as a result of procuring replacements, including without limitation delay penalties paid by WireMasters to its customers, and/or costs of replacement Items over and above the cost of the Items returned to you; or (b) keep the Items not classified due to your breach of obligations hereunder and you shall (i) reimburse WireMasters for all costs and fees incurred by WireMasters in classifying the Item(s) for itself (including without limitation) attorneys' or consultant fees and/or costs associated with preparing, submitting and obtaining a response to a Commodity Jurisdiction request (provided however WireMasters has no obligation to submit such a Commodity Jurisdiction request); and (ii) indemnify and hold harmless WireMasters from any violation and/or penalties incurred by WireMasters and/or its related companies which result or arise from inaccurate classification of Items during the process of exporting the Items from the U.S. and/or during the import process at the country of destination.

The items, goods, technology, and services covered hereunder ("Restricted Items") do not refer only to physical products and tangible items but also include technical data, software, technology, know-how, or other intangibles and services which are subject to the U.S. Export Controls.

The supplier will also ensure that all company personnel who represent the supplier in a visit to WireMasters will identify their citizenship/nationality. In the event Name of Company informs Supplier that restricted items will be involved or accessible on a site visit to WireMasters's facility or Supplier otherwise knows that restricted items will be involved or accessible on a site visit to WireMasters's facility, Supplier will only send personnel on such a site visit who are authorized by the U.S. export regulations to receive and work with restricted items.



Q CODE 950

Shelf Life Material – If material is adversely affected by time, the container and/or certification shall be marked with the date of manufacture, expiration date, and the recommended storage conditions. Information supplied shall be in accordance with any military specification referenced on the drawing or on the purchase order.

WireMasters, Inc. requires a minimum of 50% useful shelf life remaining upon delivery. Any deviation from this requirement will be indicated on the individual PO line item comments. Shelf life listed on the individual PO line item comments supersedes WireMasters' minimum requirement.

Q CODE 1000

First Article Inspection (FAI) — When required by the procuring document an (FAI) shall be documented and supplied in accordance with AS9102. Additionally, other documents may supplement AS9102 requirements. If conflicts exist between requirements listed in AS9102 and supplemental information, the supplemental information shall take precedence. Changes in product, service location, process(es), equipment, supplier, tooling used, or lapse in production from the previous FAI approval may require a full or partial FAI for concurrence of continued conformance.

Q CODE 1050

Notice of Change — Supplier shall notify WireMasters Quality Assurance and/or Procurement Representative in writing of any and all: (a) changes of ownership; (b) change of company name; (c) change in organizational structure; (d) change in location whether production, or non-production; (e) change of a process including equipment, tooling, and inspection techniques, transfer of work, or sub-supplier; (f) change to product and/or service. When a change occurs WireMasters shall have the opportunity to assess the change and determine any impact related to the product and/or service offered. No product and/or service shall be released until the assessment is fulfilled.

Q CODE 1100

Deviation/Waiver — Any Deviation or Waiver from the requirements of a purchase order, drawing or specification shall not be valid and binding unless a Deviation or Waiver is signed by all applicable parties.



The supplier is responsible for raising a Deviation/Waiver Request and forwarding it to W.M. for approval for the following circumstances:

- If an alteration to a part is required and deviates from the drawing requirements
- If the product does not meet specifications and cannot be corrected in time to meet delivery requirements
- For any material or part substitutions, equivalencies and/or alternatives