

## Appendix G

## Purchase Order Clauses

### **Clause "A" Subcontractor Controls, General Requirements**

(Applicable when Clause "A" is invoked in the Purchase Order "Remarks")

- (1) Any non-destructive testing defined within this Seyer Industries Purchase Order shall be performed in accordance with a technique approved by the Seyer Industries customer. Subcontractor shall perform the test only if a current, approved technique is on file and shall not subcontract the test to another subcontractor/processor without prior notification to Seyer Industries.
- (2) Assemblies or detail items ordered by Seyer Industries must be furnished with a certificate of conformance signed and dated by an officer of the subcontractor attesting that the part number on order has been manufactured and/or assembled in accordance with the Seyer Industries Purchase Order. Part number and revision must be stated on the certificate of conformance as well as the classification level of the Bell Controlled Item and all serial numbers if applicable. Current revisions shall be used for procurement of materials, hardware and processes used to fabricate this item unless otherwise specified in this Purchase Order.
  - FOR SINGLE ITEM FABRICATION – The subcontractor shall provide material and process certifications if the subcontractor is responsible for procurement of material and/or processes.
  - FOR ASSEMBLIES – Per the Counterfeit Parts Detection Initiative guidelines in SAE-AS5553, Any Hardware used in the fabrication must be checked for Counterfeit parts, and the certificates for the hardware must be examined and be traceable back to the original OEM of the part.
  - The subcontractor may elect to retain records of materials, hardware, or processes purchased to satisfy this order. If retained on file by the subcontractor the records must be retained indefinitely. These records may not be disposed of without approval of Seyer Industries. If the subcontractor does not elect to retain records, all records of materials, hardware and processes (including the Certs for all hardware showing traceability back to the OEM of the parts) must be supplied with the shipment.
- (3) The subcontractor/processor/vendor agrees by acceptance of this order that Seyer Industries and Seyer Industries customer personnel or their designees and/or regulatory authorities shall have right of access to subcontractor/processor/vendor premises and manufacturing areas for the purpose of witnessing or reviewing progress in the completion of this Purchase Order, and to verify that subcontracted product conforms to specified requirements. The subcontractor/processor/vendor shall provide reasonable assistance to Seyer Industries and Seyer Industries customer whenever this contract clause is invoked.
- (4) Processing performed under this order may be required to be performed by a Seyer Industries customer approved source. Contact Seyer Industries Purchasing Manager prior to sub-contracting any processing.
- (5) Removed.
- (6) Supplier shall notify Seyer Industries of any proposed changes to product or process definitions, including any changes of manufacturing location and changes of suppliers prior to the implementation of any changes. Any changes will be subject to the approval of Supplier Industries.

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### Clause "A" Subcontractor Controls, General Requirements (continued)

- (7) Supplier shall flow down all applicable clauses of this purchase document, including any requirements for key characteristics, to any sub-tier suppliers.
- (8) Supplier shall notify Seyer Industries if any product that is found to be nonconforming prior to shipment to Seyer Industries. Nonconforming product is subject to approval of Seyer Industries or Seyer Industries customer.
- (9) Supplier shall conform to the requirements of DFARS 252.246-7007 "Contractor Counterfeit Electronic Part Detection and Avoidance System" and DFARS 252.246-7008 "Sources of Electronic Parts" when procuring/supplying electronic parts; or end-items, parts, or assemblies containing electronic parts.
- (10) Unless otherwise noted on the Purchase Order, supplier shall comply with the requirements of DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, DFARS 252.225-7007 Prohibition on Acquisition of Certain Items from Chinese Military Companies, and DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, Tungsten, as well as Section 1502 of the Dodd-Frank Consumer Protection Act and supplier must flow down these requirements to all subcontractors that will be providing these products.
- (11) Supplier shall follow FOD prevention practices as outlined in AS 9146 or NAS 412.
- (12) Supplier is not permitted to take photographs of any parts, drawings, or documents unless photographs will be stored and transmitted only via secure methods and only used for this purchase order.
- (13) For first time builds or configuration change, supplier shall provide a full AS9102 First Article Inspection Report with the parts at time of shipment to Seyer. For repeat builds, supplier to provide dimensional reports, processing certs, and material certs.
- (14) Supplier shall meet all applicable ITAR, MLA, MA, TAA, and EAR requirements.
- (15) Supplier shall maintain proper DPD controls, and for all Boeing designed MBD parts supplier shall comply with the requirements within D6-51991.
- (16) Approval of proofs, masking aids, or other supplier drawings or shop aids does not absolve the supplier of the responsibility to conform to originally supplied data. Quality acceptance will still be based on the Purchase Order and customer supplied drawings/models.
- (17) Supplier shall conform to the requirements of FAR 52.204-27 Prohibition on a ByteDance Covered Application. Implementation Guidance prohibits the presence or use of the social networking service TikTok or any successor application or service developed or provided by an entity owned by ByteDance Limited on executive agency information technology. The Contractor is prohibited from having or using these applications on any information technology owned or managed by the Government, or by the subcontractor, including equipment provided by the subcontractor's employees. The subcontractor shall insert the substance of this clause, including this paragraph, in all subcontracts.
- (18) Seller shall provide notification to Buyer of any current or planned unavailability of the parts and/or sub-components in this order (DMS Notification).

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### **Clause "B" Raw Material and Hardware Controls, General Requirements**

(Applicable when Clause "B" is invoked in the Purchase Order "Remarks")

- (1) Unless a specific revision is requested, this Seyer Industries Purchase Order requests materials or hardware to be furnished in accordance with the most current revision available. Per the Counterfeit Parts Detection Initiative guidelines in SAE-AS5553, All Hardware items must be checked for Counterfeit parts, and the certificates for the hardware must be examined and be traceable back to the original OEM of the part. Certifications shall be provided with each shipment attesting to the revision level of product furnished, as well as to the traceability back to the OEM for all hardware.
  - a) In the event we are supplied proven counterfeit parts by a subcontractor or distributor, said subcontractor or distributor will be held accountable for all costs associated with the recovery and replacement of the counterfeit parts provided to Seyer Industries.
- (2) When this Seyer Industries Purchase Order is identified to be for a Bell "Controlled Item", the raw material supplier shall provide clear and complete certification of raw materials with certification documents clearly identified with the classification of the Controlled Item. Certifications shall also include heat lot, x-ray number and serialization as applicable.
- (3) The subcontractor/processor/vendor agrees by acceptance of this order that Seyer Industries and Seyer Industries customer personnel or their designees and/or regulatory authorities shall have right of access to subcontractor/processor/vendor premises and manufacturing areas for the purpose of witnessing or reviewing progress in the completion of this Purchase Order, and to verify that subcontracted product conforms to specified requirements. The subcontractor/processor/vendor shall provide reasonable assistance to Seyer Industries and Seyer Industries customer whenever this contract clause is invoked.
- (4) The vendor shall retain production records of product ordered indefinitely. These records may not be disposed of without approval of Seyer Industries.
- (5) Supplier shall conform to the requirements of DFARS 252.246-7007 "Contractor Counterfeit Electronic Part Detection and Avoidance System" and DFARS 252.246-7008 "Sources of Electronic Parts" when procuring/supplying electronic parts; or end-items, parts, or assemblies containing electronic parts.
- (6) Unless otherwise noted on the Purchase Order, supplier shall comply with the requirements of DFARS 252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals, DFARS 252.225-7007 Prohibition on Acquisition of Certain Items from Chinese Military Companies, and DFARS 252.225-7052 Restriction on the Acquisition of Certain Magnets, Tantalum, Tungsten, as well as Section 1502 of the Dodd-Frank Consumer Protection Act, and supplier must flow down these requirements to all subcontractors that will be providing these products.

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### **Clause “C” Processor Controls, General Requirements**

(Applicable when Clause "C" is invoked in the Purchase Order "Remarks")

- (1) Processing performed under this order may be required to be performed by a Seyer Industries customer approved source. Contact Seyer Industries Purchasing Manager prior to sub-contracting any processing.
- (2) Any non-destructive testing defined within the Seyer Industries Purchase Order shall be performed in accordance with a technique approved by the Seyer Industries customer. Processor shall perform the test only if a current, approved technique is on file and shall not subcontract the non-destructive testing to another subcontractor/processor without prior notification to Seyer Industries.
- (3) This Seyer Industries Purchase Order may request processes to be performed in accordance with a specific revision level of a specification which is considered to be the most current revision. The processor shall notify Seyer Industries prior to proceeding if a more current revision level is known to the processor. If a revision level is not defined, the most current revision is required.
- (4) Certification shall be provided with each shipment to Seyer Industries, attesting to the specifications, drawings, and their revision levels used in processing of the ordered services. The processor shall also provide a current copy of the Bell certification of the process as well as evidence of any techniques.
- (5) The subcontractor/processor/vendor agrees by acceptance of this order that Seyer Industries and Seyer Industries customer personnel or their designees and/or regulatory authorities shall have right of access to subcontractor/processor/vendor premises and manufacturing areas for the purpose of witnessing or reviewing progress in the completion of this Purchase Order, and to verify that subcontracted product conforms to specified requirements. The subcontractor/processor/vendor shall provide reasonable assistance to Seyer Industries and Seyer Industries customer whenever this contract clause is invoked.
- (6) Supplier shall notify Seyer Industries if any product that is found to be nonconforming prior to shipment to Seyer Industries. Nonconforming product is subject to approval of Seyer Industries or Seyer Industries customer.
- (7) The processor/vendor shall retain process records of product ordered indefinitely.
- (8) Supplier shall follow FOD prevention practices as outlined in AS 9146 or NAS 412.
- (9) Supplier is not permitted to take photographs of any parts, drawings, or documents unless photographs will be stored and transmitted only via secure methods and only used for this purchase order.
- (10) Supplier shall meet all applicable ITAR, MLA, MA, TAA, and EAR requirements.
- (11) Supplier shall maintain proper DPD controls, and for all Boeing designed MBD parts supplier shall comply with the requirements within D6-51991.
- (12) Approval of proofs, masking aids, or other supplier drawings or shop aids does not absolve the supplier of the responsibility to conform to originally supplied data. Quality acceptance will still be based on the Purchase Order and customer supplied drawings/models.

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### **Clause “C” Processor Controls, General Requirements (continued)**

- (13) Supplier shall conform to the requirements of FAR 52.204-27 Prohibition on a ByteDance Covered Application. Implementation Guidance prohibits the presence or use of the social networking service TikTok or any successor application or service developed or provided by an entity owned by ByteDance Limited on executive agency information technology. The Contractor is prohibited from having or using these applications on any information technology owned or managed by the Government, or by the subcontractor, including equipment provided by the subcontractor’s employees. The subcontractor shall insert the substance of this clause, including this paragraph, in all subcontracts.
  
- (14) On parts that were shipped from Seyer for processing, Supplier shall return all processed parts in original Seyer packaging if undamaged in transit, or in equivalent or better protective state than received.

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### **Additional Requirements for Bell Controlled Items**

- (14) Bell Controlled Items will require that the processor performs work only to the “Frozen Planning” after approval by Bell has been obtained.
- (15) Processor shall also provide a copy of the Bell certification for the process that attests to the approval date, as well as a copy of Bell approval for any techniques required for the process performed.
- (16) The processor/vendor shall retain process records of product ordered indefinitely.

### **Additional Requirements for Lockheed Martin Aeronautics Items**

- (17) Work to be accomplished in performance of this purchase order is directly related to a Lockheed Martin Corporation purchase order and must be accomplished in accordance with process specification stated/requested on purchase order and Lockheed Martin Aeronautics Company Appendix QJ and Addendum to Appendix QJ.
- (18) Supplier must file and maintain a copy of all purchase orders for Lockheed Martin items and make these available for review by Buyer, upon request.
- (19) Supplier must submit a Certificate of Conformance (“C of C”) with a unique certification number containing the following information:
  - 1. Title, specification number (including revision letter), and QCS-001 process code of the process
  - 2. Name and address of the process or NDT facility
  - 3. Lockheed Martin assigned processor number
  - 4. Date the C of C was issued
  - 5. Purchase order and part number
  - 6. Quantity of parts (to include quantity accepted/rejected)
  - 7. Signature and title of authorized quality agent of seller; and
  - 8. Fracture durability classification or serialization when required
- (20) Supplier must ensure parts are suitably wrapped, boxed or racked to guard against shipping damage and apply rust or corrosion protection.
- (21) Supplier must identify specification(s) title, specific revision level(s), and drawing(s) requirements to be performed by a QCS-001 source.
- (22) Supplier shall review testing lab C of C to ensure all required testing has been accomplished and meets all requirements of the testing specification.
- (23) Supplier shall submit all requests for additional QCS-001 process approvals in writing to the buyer.

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### **Clause “D” Calibration Controls, General Requirements**

(Applicable when Clause "D" is invoked in the Purchase Order "Remarks")

- (1) The calibration company shall perform calibration and shall furnish certifications that state traceability to known national, international, or intrinsic standards of measurement. The date of calibration, the “as received” condition of the item before any adjustments are made and the calibration results shall also be reported. Any change in the calibration company's status relative to registration, whether by election of the calibration company or by determination of a certifying agency or registrar, shall be reported to Seyer Industries prior to performing this calibration.
- (2) For calipers, please assure that the head and stem are also calibrated.
- (3) The calibration company shall retain calibration records of product ordered indefinitely.
- (4) The calibration company shall meet the requirements of ANSI Z540.1-1994 Calibration Laboratories and Measuring and Testing Equipment - General Requirements for all items calibrated for Seyer Industries.
- (5) Acceptance criteria for all calibrations shall be in accordance with ANSI Z540.1-1994 Calibration Laboratories and Measuring and Testing Equipment - General Requirements.
- (6) Supplier shall conform to the requirements of FAR 52.204-27 Prohibition on a ByteDance Covered Application. Implementation Guidance prohibits the presence or use of the social networking service TikTok or any successor application or service developed or provided by an entity owned by ByteDance Limited on executive agency information technology. The Contractor is prohibited from having or using these applications on any information technology owned or managed by the Government, or by the subcontractor, including equipment provided by the subcontractor’s employees. The subcontractor shall insert the substance of this clause, including this paragraph, in all subcontracts.
- (7) On tools that were shipped from Seyer for calibration, Supplier shall return all processed parts in original Seyer packaging if undamaged in transit, or in equivalent or better protective state than received.

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## Change History

Revision Date	Section	Change	Approved By
Prior to 3/13/15	All	As described on revision history	Dave Sweda
3/13/15	D4	Revised reference to expired spec.	Dave Sweda
3/11/16	Clause B.1(a)	Added full paragraph for counterfeit parts prevention plan	Dave Sweda
	Clause G	Renamed title to remove DO-A1 with DPAS, replaced DPS with DPAS, removed specific DO-A1 rating.	
	Clause D.5	Added section 5 entirely	
5/13/16	Clause D4,5	Replaced ANSI Z540.3-2006 with ANSI Z540.1-1994	Dave Sweda
6/19/18	Various	Changed all record retention requirements to 'indefinitely'	Dave Sweda
1/4/19	Clause C, H	Relocated contents of Clause H (Lockheed Martin items) into bottom of Clause C	Greg Matthews
10/7/2019	Clause A, B	Revised to include DFARS 252.246-7007/7008 flowdown requirements	Joseph Paul
6/3/2021	All	Multiple additions and revisions covering DFARS, FOD, FAIR, etc. Also removed Clauses E, F, and G, as the substance is now covered elsewhere.	Greg Matthews
5/31/2022	Clause A, C	Revised contents and wording of export and DPD control requirements.	Greg Matthews
7/18/2023	Clause A, C, D	Revised to include FAR 52.204-27 and DFARS 252.225- flowdown requirements, Northrop DMS notification.	Jeff Boedeker
2/17/2024	Clause A, B, C, D	A, B – Revised to include Section 1502 of the Dodd-Frank Consumer Protection Act. C, D – Revised to include Processor, calibration packaging requirements.	Jeff Boedeker