

Quality Clauses

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The following Quality Assurance Clauses, when specifically referenced in the purchase order by number, shall apply, and shall be in addition to, and not in lieu of, other purchase order requirements.

● **Q1 Certificate of Compliance:** Each shipment shall have a Certificate of Conformance stating that all materials, parts, and processes used in the manufacture meet purchase order requirements and that substantiating documents are on file.

Note: Sub-tier Supplier/Processor Certifications. If Supplier is not the original fabricator, processor, or assembly source of the product(s) which makes up the deliverable end item. Supplier shall obtain and maintain Sub-tier Supplier/Processor Certificates of Compliance documentation on file for 7 years. Unless specifically required per the purchase order, the Supplier's Sub-tier Supplier/Processor certifications shall be made available to Benchmark Connector Corp, Benchmark Connector Corp's customer and/or a regulatory agency including an authorized government representative.

● **Q2 Certification of Mercury Exclusion:**

- ◆ The supplies furnished under this order shall contain no metallic mercury or mercury compounds.
- ◆ The Supplier has taken reasonable steps to ensure that the supplies furnished under this purchase order are not contaminated with metallic mercury or mercury compounds. The supplier shall notify purchaser if mercury or mercury compounds are present in products delivered.

● **Q3 Test Reports:** The Supplier furnishing components or assemblies to Benchmark Connector Corp shall maintain a complete set of results of all Test Reports for 7 years from the date of purchase. The Supplier must retain for 7 years any other reports necessary to substantiate that all material used in the manufacture of components or assemblies, whether purchased by the Supplier or of Supplier manufacture, meet the requirements and/or specifications. The Supplier must make available subsequent reports as found necessary by Benchmark Connector Corp.

● **Q4 First Article Inspection:** The first item produced on this purchase order may be subject to first article acceptance prior to further fabrication. If first article is invoked it shall be noted on the purchase order. If the first piece submitted fails to meet the inspection acceptance requirements, a new first piece shall be submitted for approval. This procedure shall be continued until an acceptable first article has been approved. First article acceptance shall be based on the requirements of the drawing, specification, and purchase document, as applicable. Any cost expended for quality production prior to acceptance of the first article is at the exclusive risk of the Supplier. Acceptance of the first article shall not be considered a blanket acceptance of subsequent part production. The submission of a first article shall be accomplished by one reproduction copy of all applicable data.

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● **Q5 Solderability:** The supplies furnished under this order if applicable, shall contain a statement certifying that the products furnished have been tested and comply with Solderability test procedures in accordance with Mil-Std-202 method 208E, Mil-Std-750 method 2026 or Mil-Std-883 method 2003, ANSI/J-STD-002, ANSI/J-STD003, or IPC/EIA-J-STD-001. The date of testing shall be supplied if other than the date code of the supplied material.

● **Q6 NAFTA Certificate of Origin:** A North America free Trade agreement certificate of Origin must accompany each shipment or lot of material delivered to Benchmark Connector Corp. An annual blanket Certificate of Origin may apply if multiple shipments are made from a single original manufacturing or procurement lot.

● **Q7 Restriction of Hazardous Substances (RoHS):** The supplier shall provide with each delivery a Certificate of Compliance stating that all materials supplied are within the limits for hazardous substances as established by EU Directive 2002/95/EC. Should any material not comply, the concentration of the hazardous substance shall be reported on a chemical test report. At the discretion of Benchmark Connector Corp. the material may be rejected and returned to the Supplier if the concentration of the hazardous substance is over the established limits. Benchmark Connector Corp also reserves the right to request a written plan from the supplier detailing the necessary steps required to bring the material into compliance and the date when compliance will be established.

● **Q8 Shelf Life:** The materials furnished against this purchase order shall have a minimum of 75% of its shelf life remaining at the time of delivery. The material must be visibly marked either on the part or the container with the expiration date.

● **Q9 Manufacturing Lot Traceability:** The items on this purchase order require evidence of manufacturing lot traceability with each shipment.

● **Q10 Preference for Domestic Specialty Metals (DFARS 252.225-7009)** When this quality clause is referenced the Supplier shall ensure that the parts supplied meet then requirements of DFARS 252.225-7009. This clause requires that any specialty metals (as defined in the clause) incorporated in hardware deliverables under DOD contracts must be melted in the United States or a qualifying country.

● **Q11 Prohibition of Tin, Cadmium, Zinc, or Unplated Brass** When this quality clause is referenced on the purchase order, the parts are destined for “space application” and the following materials are prohibited due to the potentially catastrophic effects which can occur:

- ◆ Pure tin and tin alloy coatings and finishes greater than 97% weight tin.
- ◆ Pure cadmium and cadmium alloy coatings and finishes greater than 1% by weight cadmium.
- ◆ Pure zinc or zinc alloy coatings and finishes greater than 1% by weight zinc.
- ◆ Brass without a plating finish greater than 50micro-inches in thickness.

● **Q12 Defense Priorities and Allocation System (DPAS)** When this quality clause is referenced on the purchase order the order is certified for National Defense use. The supplier is required to follow all the provisions of the DPAS regulation (15 CFR 700) and acknowledge or reject a DO rated order within 15 working days or a DX rated order within 10 working days. If

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both rated and unrated quantities are reflected on this order, you are to follow the DPAS regulation as it pertains to the rated quantities.

- **Q13 Use of Tin or Tin Coating** Unalloyed or commercially pure tin or tin coatings shall not be used inside electrical, electronic, or electromechanical parts (EEE) or as a final finish on EEE parts or associated metal parts (heat sinks, base plates, etc.) or mounting hardware on products sold to Benchmark Connector Corp, without prior written approval from Benchmark Connector Corp.
- **Q14 Flow-Down of Requirements** The Supplier shall flow down the right of Entry Provision statement and process/product change notification, and any other applicable requirement to sub-tier suppliers in their purchasing documents. The Supplier shall notify the organization of any non-conforming product. The supplier shall obtain approval for non-conforming product disposition. The supplier shall notify the organization of changes in product and/or processes, changes of suppliers, changes of manufacturing facility location/s, and where required, obtain organization approval. The supplier shall flow down to the supply chain the applicable requirements including customer requirements.
- **Q15 Right of Entry Provision** The supplier shall allow **Benchmark**, its customers, and regulatory agencies to determine and verify the quality of work, records, and material at all areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
- **Q17 FOD Prevention Requirements:** Each shipment made against the relevant purchase order will be considered free from damage and/or damage caused by FOD. (Foreign Objects/Debris)
- **Q18 Conflict Minerals Declaration:** Shipments made against this purchase order shall be consistent with the Dodd-Frank Section 1502, to ensure that the products and components in our supply chain do not contain minerals where the mining and sale of may contribute to the funding of conflict and the abuse of human rights in the DRC and adjoining countries.
- **Q19 Counterfeit Risk Mitigation:** Supplier should have a program in place to prevent the delivery of counterfeit parts and materials. Shipments made against this purchase order shall be procured from a Franchised Distributor, or Original Equipment Manufacturer.
- **Q20 Representation Regarding Combating Trafficking in Persons:** As prescribed in [222.1771](#), use the following provision: REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)
- **Q21 Cyber Incident Reporting:** As prescribed in DFARS 252.204-7012, which mandates the protection of Controlled Unclassified Information (CUI)/Controlled Technical Information (CTI) that are collected, developed, received, transmitted, used or stored by or on behalf of the contractor in support of the performance of a DoD contract.

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- **Q22 Methods, Processes and Training:** The Supplier shall have a program in place that specifies the approval of Products and services, methods, processes and equipment and the release of products and services. When supplying Benchmark Connector Corporation with products or services, it is required that your staff is trained and competent to produce the products we purchase from you. The products must ensure product safety and compliance to all governing entities, contract requirements, industry standards and our customers. Professional, ethical behavior is required when corresponding with Benchmark Connector Corporation our conglomerates, associated suppliers and most importantly our customers.