



## Supplier Quality Requirements (Including Terms & Conditions)

8.4.2 - C - 01  
FDH Document Number

H  
Revision

07-25-24  
Approval Date

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Mitch Enright  
Mgmt. Approval

Emily Neher  
QA Approval

Steven Behr  
QA Approval

### 1.0 GENERAL QUALITY REQUIREMENTS

#### 1.1. The Seller shall:

- 1.1.1. Meet the requirements of the latest revision of the Supplier Quality Requirements (Including Terms & Conditions) and all applicable requirements therein in effect as of the date of the purchase order.
- 1.1.2. Ensure all applicable quality requirements are imposed (flowed down) upon sub-tier suppliers and manufacturing facilities in their purchasing documents.
- 1.1.3. All changes, including changes to manufacturing location, the design, materials or processes which affect form, fit, quality, reliability or safety, or external suppliers shall not be accepted without written authorization from FDH Electronics (FDH).
- 1.1.4. No reworked, refurbished, repaired, or overhauled product will be accepted. FDH will hold suppliers liable for any deviations of product/manufacturer tampering to part numbers listed on the purchase order. Any exceptions must be approved, in writing, by FDH's management team.
- 1.1.5. If any parts supplied are ITAR regulated, FDH must be notified, in writing, before processing the order.
- 1.1.6. Have and maintain internet access for obtaining requirement of the purchase order.
- 1.1.7. At a minimum, have and maintain a quality system that is compliant with a currently published and maintained consensus industry standard quality system specification to Seller's activities (Example: ISO9001, AS9100, AS9120).
- 1.1.8. Notify FDH, in writing, at least 90 days in advance of any sale, relocation of operations or part manufacturing (including a different origin/country) or transfer of Seller's manufacturing operations.
- 1.1.9. Upon request by FDH, provide all Seller records, reports, specifications, drawings, inspection and test records or other documentation in English.
- 1.1.10. If Seller is eligible for a Government-Industry Data Exchange Program (GIDEP) membership, the Seller is required to be a member of GIDEP. <http://www.gidep.org/join/requirements.htm>
- 1.1.11. Notify FDH when Seller or Seller's sub-tiers are found to be noncompliant to FDH specifications, Seller is disapproved by a government agency, or GIDEP Alert is required or received affecting FDH items.
- 1.1.12. Do not insure shipments on FDH's UPS account number. All insurance will be deducted off the bill to FDH.
- 1.1.13. Acknowledgement of the purchase order is required by fax or email before the FDH buyer will activate the purchase order.
- 1.1.14. Ensure that all company persons are aware of their contribution product conformity, product safety, and the importance of ethical behavior.
- 1.1.15. Multiple date codes and lots can be supplied, providing each lot and date is segregated properly.



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### 2.0 SPECIFICATIONS, REVISION CONTROL AND PART SUBSTITUTION

- 2.1. All products ordered to the Government or manufacturer's specifications shall comply with current revisions as of the date of the order unless otherwise specified on the purchase order. Part substitution is not authorized without prior written consent, including the part number, description and drawing revision where applicable.
- 2.2. Special requirements such as First Article Inspection Reports (FAI or FAIR), specific drawing revision, customer specific quality requirements, or other requirements must be complied with per the purchase order and in accordance with the current revision AS9102 First Article Inspection standard.

### 3.0 CERTIFIED MATERIALS

- 3.1. Seller shall establish and maintain controls to prevent the use of non-certified materials when certified materials are required.

### 4.0 CERTIFICATE OF CONFORMANCE (COC)

- 4.1. Seller shall prepare a certificate of conformance (CoC) asserting that the items contained with the shipment are in total compliance with all applicable requirements of this purchase order. Seller shall include a copy of the CoC inside the Seller's shipping container.
- 4.2. Seller CoC must list or provide traceability CoCs to Manufacturing Location address, Country of Origin, and CAGE Code (as applicable).

### 5.0 COUNTERFEIT PARTS PREVENTION

- 5.1. For purposes of this section, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., components, goods and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.
- 5.2. Seller agrees and shall ensure that Counterfeit Work is not delivered to FDH.
- 5.3. Seller shall only purchase products to be delivered or incorporated as Work to FDH directly from the Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by FDH.
- 5.4. Seller shall immediately notify FDH with the pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. When requested by FDH, Seller shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.



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- 5.5. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Seller shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation the FDH customer's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies FDH may have at law, equity or under other provisions of this Contract.
- 5.6. This section applies in addition to any quality provision, specification, statement of work or other provision included in the Contract addressing the authenticity of Work. To the extent such provisions conflict with this section, this section prevails.
- 5.7. Seller shall include items 5.1-5.6 of this section or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to FDH Electronics.
- 5.8. Seller shall establish and maintain a Counterfeit Parts Prevention and Control Plan using Industry Standard AS5553 as a guideline. The purpose of this document shall be to prevent the delivery of counterfeit parts and control parts identified as counterfeit.
- 5.9. Sellers eligible for utilization of the Government-Industry Data Exchange Program (GIDEP) shall utilized the GIDEP process to alert the industry of encountered counterfeit parts.

### 6.0 CRITICAL ITEMS OUTSOURCING

- 6.1. Seller shall notify FDH, in writing, when any key characteristic, interchangeable-replaceable features, fracture critical features, durability critical features, maintenance critical features, safety critical features, critical safety hardware/features, mission abort critical features, or Seller changes affecting fit, form or function are to be subcontracted.

### 7.0 CALIBRATION

- 7.1. Seller shall maintain a documented calibration system for the control and maintenance of measuring and test equipment. The calibration system shall be documented, traceable, and provide for initial and re-calibration during the life of the equipment to prevailing industry requirements in accordance with either ISO/IEC 17025, ISO 10012-1 OR ANSI/NCSL Z540.

### 8.0 ELECTROSTATIC DISCHARGE DAMAGE (ESD) PROTECTION

- 8.1. Components that are susceptible to ESD shall be handled and packaged to prevent ESD in accordance with ANSI ESD S20.20 ESD Association Standard for the Development of an Electrostatic Discharge Control Program for Protection of Electrical and Electronic Parts, Assemblies and Equipment (Excluding Electrically Initiated Explosive Devices). All components that contain ESD sensitive devices shall be wrapped in a static shielding barrier in direct contact with and fully surrounding the unit. Containers shall be marked as containing ESD sensitive devices.



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### 9.0 CONTROL AND IDENTIFICATION OF LIMITED SHELF-LIFE ITEMS

- 9.1. Items with limited shelf life shall be marked on the item, package or container with the manufactured date, storage temperature, special handling requirements and expiration date of the item. All identification markings shall be placed in accordance with the applicable specifications. Items that have less than a 75% shelf life remaining will not be delivered or accepted without prior written approval.

### 10.0 CONTROL OF NONCONFORMING PRODUCT AND CORRECTIVE ACTION

- 10.1. Seller shall implement and maintain a documented quality system that provides for identification, documentation, disposition (including scrap disposal) and records of nonconforming product. Ensure that effective corrective and preventive action is taken to prevent, minimize or eliminate nonconformities. Seller's quality management system shall ensure that nonconforming product is not used for production purposes.
- 10.2. Seller shall evaluate nonconforming product(s) for its potential to exist in previously produced or delivered items, or items in transit to FDH. If a nonconformance exists, the Seller shall notify FDH, in writing, within 24 hours for issues (if applicable) impacting flight safety or for items in transit to FDH, and, in writing, within 5 working days for all other issues.
- 10.3. Seller shall provide root cause analysis, effective corrective and preventive action when requested via FDH's Supplier Corrective Action Request (SCAR) and/or Seller's internal document.
- 10.4. All FDH identified nonconformities shall be assessed whether or not product was returned to Seller and appropriate actions taken to ensure causes of nonconformance are corrected.
- 10.5. The Seller shall not ship nonconforming material with the intent of delivering nonconforming product without written authorization from FDH Electronics.

### 11.0 QUALITY ASSURANCE

- 11.1. The FDH Quality Assurance department will process all vendor rejected material documentation to the Operations Director and will notify the Seller of the nonconforming product.
- 11.2. The results of such nonconformance will be recorded and retained in the quality record system for a period of not less than three years.

### 12.0 SUPPLIER APPROVAL RATING

- 12.1. FDH's suppliers will be reviewed on a quarterly basis based on their delivery and quality performance and assigned an approval rating. Suppliers that consistently have an unsatisfactory rating may be issued corrective actions for their performance and may not be included in bidding of new business.

### 13.0 SHIPPING AND DELIVERY INSTRUCTIONS

- 13.1. Delivery shall be in strict accordance with the delivery schedule specified with the order. When deliveries are past due, FDH Electronics must be notified immediately.
- 13.2. The PO number must appear on all packing slips, invoices, correspondences, etc.



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- 13.3.** Certificates of Conformance must accompany each shipment certifying that the articles listed conform to the contract, drawing, specifications and other applicable documents. The Certificate must be validated by an authorized quality representative and include Purchase Order number, part number and revisions, quantity and lot numbers as applicable. Articles may only be shipped without the Certificate of Conformance if the Supplier has approval/waiver noted on the PO.
- 13.4.** All products will be properly packaged for the protection of individual items using material deemed appropriate.
- 13.5.** Seller will utilize shipping account information as stated on the PO.
- 13.6.** COD shipments will not be accepted without prior consent from the Buyer.
- 13.7.** The term 'Due Date' as used on the PO refers to the date that the shipment is due on FDH's dock. Orders may be shipped as early as the ship date as noted on the PO.
- 13.8.** Any order that states '**ASAP**' can ship immediately regardless of the stated Due Date.
- 13.9.** Orders must include that all materials shipped are free from Foreign Object Debris (FOD) in accordance with the National Aerospace Standard, NAS-412, and the SAE Standard, AS9146, Foreign Object Damage (FOD) Prevention Program.
- 13.10.** Any and all shipping method changes from the original purchase order must be approved prior to shipping.
- 13.11.** All shipments from outside of North America, must be approved prior to shipping. The shipping of parts without prior authorization in regard to method or ship from location will have shipping charges declined unless paid by the supplier.
- 13.12.** Any and all shipments weighing 150 pounds or more, the seller must notify the appropriate Purchasing Agent to obtain shipping method and/or shipping account.

### 14.0 REGULATORY COMPLIANCE

- 14.1. Hazardous Materials:** Before shipping any hazardous materials, a response from an FDH representative is required stating that it is understood that an item on the purchase order is hazardous and it is OK to ship to the address provided. FDH reserves the right to bill back for any extra costs involved in handling the product if this is not done.
- 14.2. REACH Substances of High Concern (SVHC):** FDH requires notification of products that contain Substances of Very High Concern (SVHC) in excess of 0.1% (as outlined by REACH Regulation EC #1907/2006) in any of the products' homogenous materials. The current list of SVHC's can be found at <https://echa.europa.eu/candidate-list-table>. Notification should be provided on the CofC for the applicable PO or via email to [compliance.surveys@us.fdh aero.com](mailto:compliance.surveys@us.fdh aero.com). This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.



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- 14.3. RoHS “Restriction of Hazardous Substances”:** FDH requires notification of electrical and electronic products that contain RoHS restricted substances. Restricted substances can be found at <https://www.rohsguide.com/rohs3.htm>. Notification should be provided on the CofC for the applicable PO or via email to [compliance.surveys@us.fdhaero.com](mailto:compliance.surveys@us.fdhaero.com). This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.
- 14.4. CA Prop 65:** FDH requires notification of products that contain chemicals associated with California Proposition 65 regulation, which refers to legislation that requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. This chemical list can be found at: [www.oehha.ca.gov/proposition-65/proposition-65-list](http://www.oehha.ca.gov/proposition-65/proposition-65-list). The supplier is required to have appropriate labeling on the product packaging and notification should be provided on the CofC for this PO or email to [compliance.surveys@us.fdhaero.com](mailto:compliance.surveys@us.fdhaero.com). This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.
- 14.5. Conflict Minerals:** Before shipping any products that include conflict mineral(s) originating from a conflict area (including the Democratic Republic of Congo and surrounding conflict countries), a response from an FDH representative is required stating that it is understood that an item on the purchase order contains conflict mineral(s) originating from a conflict area. This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.

### 15.0 RIGHT OF ACCESS

- 15.1.** Sellers shall allow FDH Electronics, our customers, and regulatory agencies right of access to determine and verify the quality of work, records, and material at any place, including the plant of any subcontractor.

### 16.0 RECORDS

- 16.1.** The Seller shall maintain all applicable records involved in the order for the specified number of years (as designated in the following tables) after completion of this purchase order. Records shall be available for review by FDH, our customers, regulatory agencies per contract and/or regulatory requirements at no additional cost, price or fee to FDH.
- 16.2. Non-Aerospace required records:**

Records	Retention Period
Physical and/or chemical test reports	4 years*
Inspection and test records	4 years*
Records indicating that special processing is performed by qualified process and/or certified personnel	4 years*

## 16.3. Aerospace required record, including Flight Critical Safety Items (CSI) including Critical Characteristics (CC)\*\*

Records	Retention Period
Physical and/or chemical test reports	10 years*
Inspection and test records	10 years*
Records indicating that special processing is performed by qualified process and/or certified personnel	10 years*

**\*From 31 December of the year the final purchase order was issued.**

**\*\*Aerospace including Flight Critical Safety Items (CSI) including Critical Characteristics (CC) may be required for longer periods and will be noted on the PO.**

- 16.4. Records shall be established and maintained to provide evidence of conformity to requirements and of the effective operation of the quality management system. Records shall remain legible, readily identifiable and retrievable.
- 16.5. A documented procedure shall be established that defines the controls needed for the identification, storage, protection, retrieval, retention time and disposition of records. This procedure is subject to audit by FDH and/or their customer.
- 16.6. Suppliers must flow down this requirement to lower-tier suppliers if the inspection or test records are not forwarded to the customer. These records shall be available for release upon demand by FDH and/or their customer.

## 17.0 TERMS & CONDITIONS

- 17.1. Compliance with Laws, Regulations and other Customer Requirements: Seller shall comply with all applicable federal, state and local laws, ordinances, lawful orders, rules and regulations. Seller agrees to indemnify FDH against any loss, cost, damage or liability by reason of Seller's violation. Laws, regulations and other customer requirements (as applicable) may include but are not limited to:
  - 17.1.1. Customer special provisions
  - 17.1.2. Customer supplemental clauses
  - 17.1.3. Export Administration Regulations (EAR)
  - 17.1.4. Arms Export Control Act
  - 17.1.5. International Traffic in Arms Regulations (ITAR)
  - 17.1.6. Occupational Safety and Health Act of 1970 (includes MSDS)
  - 17.1.7. The Toxic Substances Control Act (15 U.S.C. Sec. 2601)
  - 17.1.8. Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
  - 17.1.9. Environmental laws and regulations



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**17.2. Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses:** Suppliers shall comply with all applicable FAR and DFARS clauses listed in the FDH document **FAR and DFAR Flowdown Provisions, 8.4.2-C-02**, and shall ensure that applicable clauses are flowed down to their sub-tiers. The FAR and DFAR Flowdown Provisions document is located online at [electronics.fdh aero.com](http://electronics.fdh aero.com) on the main page and also under the **FAR and DFAR Flowdown Provisions** link.

### 18.0 RECORD RETENTION

**18.1.** Changes related to this document must be submitted per the **Control of Records Procedure, 7.5.3-P-01**.

### 19.0 REVISION RECORD

**19.1.** Changes related to this document must be submitted per the **Control of Documents Procedure, 7.5.2-P-01**.

- 19.1.1.** Revision A, 04-24-19. Changed document number to correlate to AS9100D, supersedes Supplier Quality Requirements (Including Terms & Conditions), 7.4.1-I-02 Rev I; Updated document numbers; 7.1: Added “/IEC” and “/NCSL”; Added 17.0 Record Retention.
- 19.1.2.** Revision B, 07-12-19. Added sections 1.1 n) Ensure that all company persons are aware of their contribution product conformity, product safety, and the importance of ethical behavior. And, 13.12 RoHS Compliance: Products delivered on this purchase order, must meet all current RoHS “Restriction of Hazardous Substances” This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.
- 19.1.3.** Revision C, 08-02-19. 13.12: Added “Electrical and Electronic”.
- 19.1.4.** Revision D, 10-22-19. 1.1c: Added “All changes including”.
- 19.1.5.** Revision E, 11-22-22. 13.11: Replaced verbiage with “REACH Substances of High Concern (SVHC): FDH requires notification of products that contain Substances of Very High Concern (SVHC) in excess of 0.1% (as outlined by REACH Regulation EC #1907/2006) in any of the products’ homogenous materials. The current list of SVHC’s can be found at <https://echa.europa.eu/candidate-list-table>. Notification should be provided on the CofC for this P.O. or email to [compliance.surveys@electroenterprises.com](mailto:compliance.surveys@electroenterprises.com).”; 13.13: Inserted section for CA Prop 65.
- 19.1.6.** Revision F, 12-05-23. Replaced all instances of “Electro Enterprises, Inc.” and “(FDH)” with “FDH Electronics” or “FDH”; Section 1.1c: Added “manufacturing location” and “external suppliers”; Section 1.1d: Added “repaired”; 11.2: Replaced “five” with “three”; 12.1: Replaced with “FDH’s suppliers will be reviewed on a quarterly basis based on their delivery and quality performance and assigned an approval rating. Suppliers that consistently have an unsatisfactory rating may be issued corrective actions for their performance and may not be included in bidding of new business.”; 13.3: Replaced “prior consent from the Buyer” with “has approval/waiver noted on the PO.”; 13.7: Replaced “Please ship 1 week prior to the Due Date.” with “Orders may be shipped as early as the ship date as noted on the PO.”; 13.9: Added “and the SAE Standard, AS9146,”; 13.11: Replaced “the US, including Canada and Mexico” with “North America”; Created new Section: 14.0 Regulatory Compliance, moved sections 13.10 to 13.14 to this new section and renumbered accordingly; 14.3: Replaced “RoHS Compliance: Electrical and Electronic products delivered on this purchase order, must meet all



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current RoHS “Restriction of Hazardous Substances” This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.” with “Restriction of Hazardous Substances (RoHS): FDH requires notification of electrical and electronic products that contain RoHS restricted substances. Restricted substances can be found at <https://www.rohsguide.com/rohs3.htm>. Notification should be provided on the CofC for the applicable PO or via email to [compliance.surveys@us.fdh aero.com](mailto:compliance.surveys@us.fdh aero.com). This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.”; Sections 14.2, 14.4, and 14.5: Added “This requirement must flow down to all your vendors supplying articles used to manufacture articles delivered under this purchase order.” and corrected email address; 15.0: Replaced “the contracted work conforms to specified requirements, including all applicable records and materials. This includes any internal and sub-contracted records held by the Seller” with “the quality of work, records, and material at any place, including the plant of any subcontractor”; 16.1: Added “\*\*Aerospace including Flight Critical Safety Items (CSI) including Critical Characteristics (CC) may be required for longer periods and will be noted on the PO.”.

**19.1.7.** Rev G, 01-09-24. 1.1 (o): Added “o) Multiple date codes and lots can be supplied, providing each lot and date is segregated properly.”; 2.2: Added “the current revision”; 17.2: Updated website link, Replaced “Quality Heading” with “FAR and DFAR Flowdown Provisions link”.

**19.1.8.** Revision H, 07-18-24. Section 4.2: Added “Seller CoC must list or provide traceability CoCs to Manufacturing Location address, Country of Origin, and CAGE Code (as applicable).”