

## **Additional Terms and Conditions for BEMA Vendor (Custom Design Parts)**

The terms and conditions listed below, together with those appearing on the purchase order, and *BEMA's General Terms and Conditions of Purchase* constitute the entire agreement between BEMA and Seller. In the event of a conflict, the term(s) in conflict stated on the Purchase Order takes precedence.

**Material Certification Required:** Shall be a separate Certificate from the Certificate of Conformance. Where there is a material call out in the specification, the material call out will be created referencing the Sellers Purchase Order information (PO Number) for the procurement of that material and a statement indicating that the material received matches the requirements of the Purchase order and that listed in the specification. Technical specifications of the raw material along with any test results must be available upon request.

**Restriction on Acquisition of Specialty Metals (Jul 2009):** Any product purchased for Military use on this order must comply with the Specialty Metals Clause in DFARS 252.225.7008, 7009, and 7010.

**Foreign Object Debris/Foreign Object Damage (FOD) Control Program:** Supplier shall maintain a FOD prevention program to ensure products or deliverables are manufactured in accordance with drawings or specifications and free from foreign object damage or debris. National Aerospace Standard NAS-412 shall be used as a guideline to comply with this requirement. The supplier shall inspect deliverables for foreign objects/debris and shall certify that such items are free from any foreign materials that could result in FOD. The seller's FOD Control Program shall be documented and effective. This requirement shall be flown down to sub-tier suppliers wherever applicable to prevent entry of FOD into the deliverable product.

**No Part Substitutions Allowed:**

The exact material callout in the specification must be used to fulfill the Purchase Order. There is no provision for the use of better than parts as all changes must be approved. No substitutions are allowed without prior written approval from BEMA.

**Counterfeit Parts:**

Counterfeit parts are of special concern to BEMA. If suspect/counterfeit parts are furnished under this purchase order or are found in any of the goods delivered to BEMA, they will be impounded by the Buyer. To avoid or lessen the possibility of using counterfeit parts in BEMA's manufacturing operations, Seller shall only purchase components and parts from Original Equipment Manufacturers (OEMs) or through the OEM's authorized distributor chain. Seller must make available to Buyer upon request, OEM documentation that authenticates traceability of components and parts ordered to the applicable OEM.

**Certificate of Conformance:**

A copy of the Certificate of Conformance is required for this item. The Certificate of Conformance shall identify the item and include the date of manufacture or lot number for traceability purposes. Also required are CofCs from any sub-tier suppliers for outside processes. When available, provide a copy of Inspection reports for production units.

**Marking Permanency and Legibility:**

The manufacturer shall be responsible for legibly and permanently identifying each part or bagged assembly (as applicable), in the method prescribed by the detail document.

**Quality Control System:**

The product on this order must be controlled under a Quality Control System that is consistent with the requirements of ISO 9001.

**First Article Inspection:**

First Article Inspection Report (FAIR) will be submitted by the supplier. A First article inspection will be conducted by the Seller on the "First Time Build" or significantly changed parts (new REV), or processes change, or when the part has not been manufactured during the past two years. Minor changes such as from REV-A to REV-A1 require only a delta report for the items that have changed. FAIRs should be in a format meeting AS9102 requirements. Supplier formats shall be approved by BEMA.

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### **Vendor Controls/Surveillance:**

The Seller's control of purchases and services shall be equivalent to MIL-Q-9858A, para. 5.1 and 5.2. The seller shall maintain an Approved Suppliers list, which shall be made available to BEMA. The seller must have prior written approval from BEMA to subcontract any special processes. Any outside special process vendor must be specified and approved by BEMA in writing prior to seller's issuance of an order.

### **Buyer Source Inspection:**

The product furnished under this PO is subject to a Buyer Source Inspection.

### **Packing:**

Unless otherwise specified on the drawing, the specification and/or the purchase order, the following requirements are mandatory:

### **Printed Wiring Board Condition (as applicable):**

All products supplied under this contract shall be manufactured, soldered and inspected utilizing Institute for Interconnecting and Packaging Electronics Circuits (IPC) Standards as follows: a. ANSI/IPC-A-600 Acceptability of Printed Boards Class 2 or 3 as required on the drawing or referenced specification(s).

### **Printed Circuit Board Assembly Condition (as applicable):**

All products supplied under this contract shall be manufactured, soldered and inspected utilizing Institute for Interconnecting and Packaging Electronics Circuits (IPC) Standards as follows: IPCA-610 class 2 or 3 as required on the drawing or referenced specification(s).

### **ESD:**

All materials considered to be ESD sensitive shall be handled per ANSI S20.20. They shall be packaged and shipped in accordance with ANSI/ESD S541.