



# QUALITY ASSURANCE CLAUSES

For Inquires or Questions on these requirements, please contact:

**PDT Supply Chain Team**

Pacific Design Technologies, Inc.

**Phone: 805.961.9110 - Fax: 805.961.9120**

**\*\* INDICATES THAT SUPPORTING DOCUMENTATION IS REQUIRED TO BE INCLUDED WITH PRODUCT SHIPMENT.**

**01**

## **QUALITY MANAGEMENT SYSTEM REQUIREMENTS\***

The supplier's Quality Management System (QMS) shall be controlled by written procedures that conform with (and/or be certified to) the requirements of one or more of the following standards (as applicable under either (a), (b) or (c) noted below), provide for compliance with PDT P.O. requirements and is subject to review and approval at all times by PDT:

a) Quality Management Systems

- AS9100
- ISO 9001
- NADCAP AC7004

b) Inspection Systems

- AS 9003
- ISO 17020

c) Other (as specified by the PDT purchase order)

\* *For any procedure, specification, regulatory standard etc. listed or stated herein, the revision status shall be what is currently in effect as of the date of the accepted PDT Purchase Order.*

As a minimum, the supplier QMS written procedures and instructions shall address the following important areas/items:

- All inspection requirements and acceptance criteria shall be documented under specific established procedures.
- Inspection records shall be maintained throughout the supplier's system (receiving through shipping). These records shall reflect the type of inspection performed, the number of pieces inspected from the lot and shall document any discrepancies observed.
- A method of identifying inspection status of products by using stamps, tags, routing cards, labels or other means of control shall be utilized.
- A corrective action program that includes notification of discrepancies to subcontractors and customers shall be in place.
- Accepted, rejected or withheld materials shall be identified and segregated.
- Nonconforming Material escapes that affect safety or reliability shall be reported to PDT within 48 hours of discovery.
- Product Safety Provisions
- Policy for Ethical Behavior



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## **02** CALIBRATION SYSTEM\*

The supplier's calibration system shall conform with the requirements of **ANSI/NCSL Z540.3** or **ISO 10012-1** and is subject to review and approval by PDT.

\* *Note: For any procedure, specification, regulatory standard, etc. listed or stated herein, the revision status shall be what is currently in effect as of the date of the accepted PDT Purchase Order.*

## **03** RIGHT OF ACCESS

The supplier shall allow PDT representatives, its customer representatives and/or the US government or regulatory agencies to access their facilities for the purpose of evaluating conformance to contractual requirements. **This right of access clause shall be flowed-down by the supplier to its sub-tier sources.**

Right-of-Access activities include but may not be limited to:

- a) Examination and/or review of the quality management system and facilities,
- b) PO/Contract-related technical data and manufactured products or articles;
- c) Witness of any tests including any inspections or tests at any supplier facility (within the supply chain) necessary to determine compliance with the applicable purchase order requirements.

PDT shall provide reasonable, advanced notification of any planned visit to ensure access and cooperation of all involved facilities in the supply chain for themselves or their representatives. This activity will be performed in such a manner to ensure minimal disruption to normal processing and shall be conducted on a non-interference basis.

## **04** SOURCE SURVEILLANCE

Source surveillance shall be conducted by PDT at the supplier's facilities or where designated in this contract prior to shipment **at no additional cost to PDT.** Inspection/test of the articles defined in this contract shall be performed by the supplier and shall be subject to witness by PDT quality representative. The supplier shall contact the PDT source representative prior to the start of fabrication so that mandatory in-process inspection/test points can be agreed upon. The supplier shall have documented evidence of their inspection/test performance (including in-process and/or final test) available and present upon request. Required documentation for shipment must be completed and signed by the supplier's authorized quality representative and available for the PDT quality representative's review.



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## **05** **\*\*** **SPECIAL PROCESS CERTIFICATION REPORT(S)**

When the PDT purchase order requires special processing in accordance with specifications designated by PDT, the supplier and any sub-tier supplier performing special processes (i.e. soldering, cleaning, non-destructive examinations, plating, welding, brazing, etc.) shall utilize qualified procedures, personnel and equipment to do the work. **The supplier shall provide** PDT with certification that they utilized qualified procedures, personnel and equipment to perform the special process in accordance with the applicable special process specification. This certification shall include the number and revision of the applicable special process specification. **Records of traceability must be retained for no less than 10 years.**

## **06** **SPECIAL PROCESS APPROVAL**

When special process specifications (e.g. heat treat, soldering, welding, anodizing, chemical film treatment, NDT, etc.) are a contract and/or drawing requirement, the supplier is responsible for maintaining a system to certify (either through 2<sup>nd</sup> Party or NADCAP) and control performance of special processes within their facility. In addition, all subcontracted special process sources shall be either NADCAP approved or have special process approval, in writing, by PDT. PDT approval of subcontracted special process sub-tier suppliers does not relieve the supplier of the responsibility for exercising those control measures necessary to ensure that work performed complies with applicable specification requirements.

To view approved NADCAP-approved sources, follow this link:

<https://www.eauditnet.com/eauditnet/ean/user/login.htm>

## **07** **\*\*** **CERTIFIED MATERIAL TEST REPORT(S)**

One copy of test reports indicating chemical composition and/or actual physical properties identifiable to each lot, batch or heat treat lot **shall accompany each shipment**, and shall be validated by an authorized supplier's representative, by either an inspection stamp or signature and title. **Records of traceability must be retained for no less than 10 years.**

## **08** **\*\*** **TEST REPORT(S)**

Actual functional test reports referencing contract number, supplier's name and address and/or independent laboratories' name and address, part number, part name, serial number if applicable, date and run time if applicable, **must accompany each shipment to be delivered.** An authorized supplier's representative shall validate these reports, by either an inspection stamp or signature and title.



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## **09** **\*\*** CERTIFICATE OF CONFORMANCE

The supplier shall complete a Certificate of Conformance (format may be of supplier's choosing) and submit the original, legible copy **with each shipment of parts**. The certification shall include, as a minimum:

- PDT Part Number (*and Dash if applicable*)
- Applicable Revision Letter
- Company Name or Logo
- Address (*of the Supplier's facility for which the parts were processed/shipped from*)
- PDT Purchase Order Number (*and change number as applicable*)
- PDT PO Line Item Number
- Traceable Number (*e.g., Suppler Lot Number*)
- Description of Work Performed (*State Non-Conformance Number (NC/NCMR) as applicable*)
- Quantity
- Serial Number(s) (*as applicable*)
- Signature of authorized company representative
- Date (*Certification signature date*)
- Statement attesting that the materials furnished are in conformance with applicable requirements of the contract, drawings and specifications and that supporting documentation is on file and will be made available to PDT upon request.
- Evidence of Traceability **must be provided** from the OCM/OEM/AAM (*Original Component Manufacture / Original Equipment Manufacturer / Authorized Aftermarket Manufacturer*).

Non-production parts (*e.g. tools, jigs, fixtures, supplies, etc.*) do not require Certification of Conformance unless otherwise specified on purchase order.

## **10** MATERIAL TRACEABILITY

The supplier shall establish a system for the identification, traceability and control of materials, parts and assemblies from acquisition through fabrication, assembly, test and delivery. The system shall provide for the ready identification of suspect lots when individual items are found discrepant. Traceability must extend to original OEM / OCM. **Records of traceability shall be retained for no less than 10 years.**

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## **11** **\*\*** **FIRST ARTICLE INSPECTION/REPORT**

Required and shall apply under any of the following conditions at no additional cost to PDT:

- \* This is a new part being produced by the supplier,
  - \* The part has undergone revision change since previous First Article approval,
  - \* A lapse of production\* of over two (2) years,
  - \* New/reworked dies/molds/tooling are used for production, or,
  - \* If the manufacturing facility has changed location.
- \* **Lapse of production does not apply to existing material (overrun) produced from a previous production lot that can be traced to a PDT-approved FAIR.**

**Unless otherwise directed by PDT,** forms provided within SAE AS9102 Aerospace First Article Inspection Report (FAIR) shall be used.

Complete Forms 1 through 3 in accordance with the latest revision of the specification. Completed FAIR documents (AS9102 Forms and supporting certification/test reports, etc.) **shall be provided to PDT with delivery of the first article sample** for review. The FAIR will represent compliance to all PDT drawing and PO specification requirements. Inspection results noted on Form 3 shall list equipment used to validate dimensions (Note: Unique equipment identifier will be acceptable). **The unit used for performance of the FAIR shall be identified (e.g., tagged, etc.). All FAIR documentation shall include "ballooned" or "bubbled" drawing(s) identifying each feature** (to include all drawing notes and title block information) that can be associated with the applicable item number noted on the FAIR dimensional report/AS9102, Form 3.

## **12** **\*\*** **FINAL INSPECTION REPORT**

**REQUIRED WITH EVERY SHIPMENT** (use of supplier report format is acceptable). The supplier shall inspect, to the most current version of ANSI/ASQC Z1.4 AQL (or equivalent) sampling plan (C=0), all drawing characteristics of the product. **The supplier shall record 100% of the actual measurements (IAW supplier AQL sample plan), against PDT drawing requirements (including all specification (e.g., MS, AS, NAS, etc.) call-outs), and supply a Final Inspection Report to PDT with the shipment of product.** An authorized supplier's representative shall validate the report, by either an inspection stamp or signature, date and title. **Note: Final Inspection Report should represent dimensions at the end of the manufacturing or assembly operation, unless otherwise stated.**



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## **13** **\*\*** **CONTROL OF WORK TRANSFERS**

There shall be no transfer of work for this order unless authorized in writing via PDT form #PD-G1131, *Supplier Request for Information (SRI)* prior to work being performed. All manufacturing operations (excluding special processes) shall be performed within the contracted facilities at the location of the supplier as noted on the PDT purchase order. In the event that work transfer is authorized by PDT, all requirements within this purchase order shall be flowed down and shall apply as applicable. A copy of the signed authorization from PDT shall be included in the document package and accompany completed product shipment to PDT with each delivery.

**Note: Authorizations shall be granted and will apply on a case-by-case basis only.**

## **14** **\*\*** **TIME AND TEMPERATURE SENSITIVE MATERIALS**

Time/temperature sensitive materials shall be identified with cure date, manufacturing date, expiration date, shelf life, etc. as it relates to the particular lot(s) being shipped. Both the time/temperature sensitive material and accompanying documentation shall display this information. The outer most shipping box of temperature sensitive material must be marked to indicate temperature storage range. In addition, the following requirements apply:

- a) Cured elastomeric items which exceed the cure date by more than 30% of the specified shelf life shall not be furnished;
- b) Uncured elastomeric material exceeding 30% of the specified shelf-life from date of manufacture shall not be furnished; and,
- c) Non-elastomeric materials exceeding 25% of the specified shelf life shall not be furnished unless written approval from PDT Purchasing is obtained.

## **15** **ELECTROSTATIC SENSITIVE DEVICES (ESD)**

Devices delivered under this contract are electrostatic sensitive. The supplier shall assure that devices delivered are identified and packaged to provide electrostatic protection.

## **16** **\*\*** **NONDESTRUCTIVE EXAMINATION (NDI)**

The supplier shall ensure that all nondestructive examinations are performed by approved suppliers per Clause #6 in addition to qualified inspectors in accordance with applicable drawing/specification requirements and provide a report detailing the results of the examination. An authorized supplier's representative shall validate all inspection reports, by either an inspection stamp or signature and title. **Copies of the examination results shall accompany the material being examined upon return to PDT.** It is permissible to submit an advance electronic copy to the cognizant PDT buyer as identified on the purchase order.



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## **17** FOREIGN OBJECT DAMAGE (FOD) PREVENTION

The supplier shall maintain a FOD control program assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items. Maintenance of the work area and control of tools, parts and material shall preclude the risk of FOD incidents. Prior to closing inaccessible or obscured areas and compartments during assembly the supplier shall inspect for foreign objects/materials. The supplier shall document and investigate all FOD incidents assuring elimination of the root cause.

## **18** **\*\*** CALIBRATION REPORT

The supplier **shall provide a calibration report/certification** supporting the calibration services performed. The report/certification shall contain, as a minimum:

- Measurement data.
- Statement certifying traceability to National Standards.
- Listing of standard(s) used to perform test(s) with last calibration performed date(s) and next calibration due dates.
- Name of supplier performing calibration of the standard(s) used in performance of test(s).
- Statement of measurement uncertainty and ambient environmental conditions (i.e., ambient temperature and humidity) at time of test(s).

## **19** **\*\*** NOTIFICATION, DEVIATION, CHANGE, APPROVAL and FLOW DOWN

The following actions shall be required by this clause:

- Prior to shipment of product, the supplier shall notify PDT of any noncompliance found during the manufacturing process.
- Prior to shipment of product, the supplier shall notify PDT of any deviations from the engineering drawings and/or specifications.
- The supplier shall notify PDT of any changes in product or process definition that may cause noncompliant product to ship **or be delayed**. The supplier will also maintain a process for the review and authorization of products and/or services that are outside the scope of the engineering documentation provided with the purchase order.
- Additionally, a change in supplier name, ownership or facility location will subject the supplier's Quality System to reevaluation by PDT. The supplier shall notify PDT when any of the aforementioned changes has occurred in writing to the PDT buyer. The buyer will instruct the supplier on formal notification actions and specific forms to submit as necessary.

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## **19** **\*\*** NOTIFICATION, DEVIATION, CHANGE, APPROVAL and FLOW DOWN (cont'd.)

- The supplier shall flow down all applicable requirements/clauses as noted in this purchase order/contract to any sub-tier (e.g., any member of supply chain) who performs work in support of this contract. PDT shall be notified immediately if any requirement is unclear prior to the performance of any work; and,
- The supplier shall use appropriate evaluation and analysis tools (e.g., root cause analysis, 5-Why, problem solving, mistake proofing, etc.) to determine effectiveness of any corrective action necessary to prevent recurrence of product or process issues. In addition, the supplier shall flow down the requirement for use of these tools to their sub-tier suppliers to ensure prevention of non-compliant material escapes. Copies of the documentation for this process shall be made available upon request.

## **20** **\*\*** KEY CHARACTERISTICS & STATISTICAL PROCESS MANAGEMENT

When the PDT drawing specifies a flag note to a dimension(s) that are identified as **KPC (Key Process / Product Characteristic)** the supplier shall perform 100% inspection for each identified feature(s) and document results for each part to be delivered. A Key Characteristic is a feature (or features) of a material, process or part whose variation has a significant influence on product fit, performance, service life, or manufacturability. These characteristics are driven or defined by either PDT- or Customer-specified Critical-To-Quality-Characteristics (CTQC's). Key Process/Product Characteristics (KPC's) shall be categorized as follows:

- 1) **KPC1: Critical/Major feature (PDT-Defined CTQC)**. 100% measurement required (by Supplier) with 100% PDT over-inspection verification. Data to be reported and verified on individual part basis.
- 2) **KPC2: Critical/Major feature (Customer-Defined CTQC)**. 100% measurement required (by Supplier) – lot range data reporting is acceptable. PDT shall review and conduct a random sample audit of the supplier data per PDT PD-Q1114, *Sample Inspection Plan Form*.

The most current revision of **SAE AS9103** (*Variation Management of Key Characteristics*) shall be used as a guideline for reporting. The supplier's inspection reporting format may be used in lieu of the AS9103 form. An authorized supplier's representative shall validate the report by either an inspection stamp or signature, title and date.





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## **20** **\*\*** KEY CHARACTERISTICS & STATISTICAL PROCESS MANAGEMENT (cont'd.)

Process Control Plans and Statistical Charting (e.g., X-Bar/R Chart, Pareto, Histogram, etc.) techniques may be employed, as applicable, to manage identified Key Characteristics. If used, these methods shall be introduced at the earliest possible point in the manufacturing process to ensure data capture and to prevent production of discrepant material. Evidence of statistical management of characteristics shall be maintained on file at the supplier's facility but be readily available for review upon PDT request.

## **21** CONTROL OF COUNTERFEIT PARTS AND COMPONENTS

The supplier shall have a counterfeit detection process (for Electrical & Non-electrical items) that is similar to, and meets the intent of, SAE AS5553. Companies that procure materials, parts, or components will ensure that it does not receive counterfeit parts into inventory, use them in manufacturing or inadvertently sell them to, or use on PDT product. Distributors or brokers that supply non-electrical parts (e.g., fasteners, nuts, washers, springs, o-rings, etc.) must have a certification from the (OCM/OEM) Original Component Manufacture / Original Equipment Manufacturer. **Use of Non-Franchised Distributors (NFD) is prohibited unless documented approval is received from PDT Quality Assurance (such approvals shall be case-by-case only) prior to shipment of material.** These Certifications must be retained for a minimum of 10 years and be available to PDT upon request. For the controls of Counterfeit Electronic components, the supplier shall follow the guidelines of the latest revision of SAE AS5553. This requirement shall be flowed down to all sub-tier suppliers that provide products to support PDT program(s).

Counterfeit electronic parts and suspect counterfeit electronic parts **shall not** be returned to the supplier or otherwise returned to the supply chain until such time that the parts are determined to be authentic. Notification to the appropriate reporting authority shall be made (e.g., GIDEP, etc.). Federal Register Document number/sub-section 252.246–7007, *Contractor Counterfeit Electronic Part Detection and Avoidance System*, paragraphs (a) through (e) shall apply unless otherwise directed by PDT.



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## **22** HANDLING, PRESERVATION AND PACKAGING

The supplier shall have an established system to ensure conformity and preservation of product during internal processing and delivery to PDT. This includes (as applicable) identification, handling, packaging, storage and protection. Preservation also applies to the constituent parts of a product. Preservation of product shall also include, where applicable in accordance with product specifications and/or applicable regulations, provisions for:

- *Cleaning;*
- *Prevention, detection and removal of foreign objects;*
- *Special handling for sensitive products;*
- *Marking and labeling including safety warnings;*
- *Special handling for hazardous materials.*

**\*\* NOTICE TO ALL SUPPLIERS: 1) THE USE OF LOOSE FILL MATERIALS IN PACKAGING FOR PRODUCT BEING SHIPPED TO PDT IS NOT ACCEPTABLE. PLEASE REFRAIN FROM SHIPPING PRODUCT WITH STYROFOAM OR ANY SIMILAR LOOSE FILL MATERIAL – PRODUCT MAY BE RETURNED IF PACKAGED IN SUCH A MANNER. 2) THE USE OF STAPLES WITH DOCUMENTATION PACKETS THAT ACCOMPANY SHIPMENTS TO PDT IS NOT ACCEPTABLE. THANK YOU FOR YOUR COOPERATION.**

In addition, the supplier shall ensure that any documentation required by the purchase order to accompany the product(s) is present at delivery and protected against loss and deterioration.

- Electronic submittal of the documentation package, in advance of the order shipment, is permitted with prior agreement by the PDT buyer.
- The Supplier agrees to produce these documents whenever specified on a PDT purchase order in accordance with the applicable Quality Clause requirements.
- Failure to supply these documents with product shipment may result in delays in payment, product return as well as potential negative effect on the supplier's quality performance rating.

## **23** DISCLOSURE OF INFORMATION

The documents attached to this Purchase Order or RFQ are regulated by the following:

***WARNING: This document contains technical data subject to the international Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This data may not be exported, released, or disclosed to foreign nationals without the requisite Export License and/or a Technical Assistance Agreement. A violation of these export laws is subject to severe criminal penalties. Include this notice with any reproduction portion of these documents.***



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## **CONFLICT MINERALS**

*“Pacific Design Technologies, Inc. (PDT) is committed to ethical business conduct and the responsible sourcing of minerals through our global supply chain. In 2012, the Securities and Exchange Commission (SEC) issued final rules implementing the conflict minerals disclosure provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act. Under these rules, publicly traded companies must report annually on their use of conflict minerals (tantalum, tin, tungsten and gold) from the Democratic Republic of the Congo (DRC) or certain adjoining countries.”*

Pacific Design Technologies, Inc. (PDT) is actively and diligently working with our global supply chain partners to ensure compliance with SEC regulations. The international supply chain for these minerals is complex and the tracing of them is challenging.

If seller is providing goods to buyer under this purchase order, seller agrees to review and comply with buyer's conflict minerals policy/public statement (see above) and to use commercially reasonable efforts to:

- a) Identify whether such goods contain tantalum, tin, tungsten or gold;
- b) Conduct a reasonable country of origin inquiry regarding the origin of such minerals in such goods to determine whether such minerals originated in Covered countries, as defined in Section 1502 of the *Dodd-Frank Wall Street Reform and Consumer Protection Act*; and,
- c) If such minerals originated in covered countries, conduct due diligence on the chain of custody of the source of such minerals for the purpose of Identifying the smelter of said minerals; and,
- d) Assist buyer in conducting reasonable due diligence concerning the smelters of such minerals.

Seller shall include the substance of this clause (24) “Conflict Minerals” in any agreement between seller and their lower tier suppliers. Seller shall provide buyer with reasonable documentation of seller's and their lower tier suppliers' due diligence efforts, in a format prescribed by buyer, when requested by buyer.

To learn more about all of the compliance requirements defined in the “Conflict Minerals Final Rule,” please consult the SEC website at <http://www.sec.gov/rules/final.shtml>.

To review the “OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas” visit:

<http://www.oecd.org/dataoecd/62/30/46740847.pdf>.



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**25** **FAR 52.204-21 – “BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS”**; **DFAR CLAUSE 252.204-7012 – “SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING”**, **DFAR CLAUSE 252.204-7019**, and **DFAR CLAUSE 252.204-7020 – “Notice of NIST SP 800-171 DoD Assessment Requirements”**:

All Federal Contract Information attached to this Purchase Order or RFQ is regulated by **FAR 52.204-21**. Federal contract information *Terminology/Definitions* (a), *Safeguarding Requirements* (b), and *Subcontracts* (c) as specified within this FAR are applicable with respect to the information systems employed by all Pacific Design Technologies, Inc. external providers (e.g., subcontractors supplying products, processes or services). This clause shall also be flowed down by first-tier suppliers to all external providers within the Pacific Design Technologies, Inc. supply chain.

Controlled Unclassified Information (“CUI”) must be handled in accordance with DFAR 252.204-7012. In the event that a “*cyber incident*” or “*compromise*” of any Controlled Unclassified Information (CUI) occurs, the incident shall be reported to the DoD as well as Pacific Design Technologies, Inc. (PDT) in accordance with the applicable requirements of **DFAR Clause 252.204-7012**.

Any contractor who handles Controlled Unclassified Information must implement the respective assessment requirements of DFAR 252.204-7019 or DFAR 252.204-7020

**26** **DPAS RATED ORDER**

**MANDATORY WRITTEN ACCEPTANCE:** This is a Defense Priorities & Allocations System (DPAS) rated order, certified for National Defense use. You are required to follow all the provisions of the defense Priorities and allocation system regulation (15 CFR 700) including providing written Notice of Acceptance or Rejection of this order and flow-down to lower-tier Suppliers.

**WRITTEN ACCEPTANCE/REJECTION RESPONSE OF ORDER REQUIRED:**

(DO Rated Order) - within fifteen (15) business days after receipt of order

(DX Rated Order) - within ten (10) business days after receipt of order

**PENALTIES FOR WILLFUL VIOLATION OF DPAS:**

Willful violation of DPAS is a crime, punishable by a \$10,000 fine, or one year in Prison, or both (per occurrence).