PP 360.3 Quality Assurance Procurement Clauses for Suppliers

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Created By:

Erik Keim on 07/17/2018 at 04:51 PM

Approved By:

Olivier Joubert on 07/17/2018 at 06:40 PM

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Purpose

This document provides the Quality Assurance Procurement Clauses used by Kaydon to communicate Quality Assurance requirements to suppliers supplying direct material parts and processes. When any of these clauses are invoked on a purchase order, the supplier is required to follow the requirements of the clauses as defined below.

Scope

Suppliers to Kaydon Bearing Division are expected to comply with the QAPCs when indicated on POs. Failure to comply with any requirement invoked by the PO may be cause for automatic rejection of the material and /or processing of the material included in that PO. When applicable the QAPC requirements are indicated on each line item of the PO. Each QAPC has a unique identifying number. Refer to the sections below for details on these requirements.

Supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

Definitions

QAPC - Quality Assurance Procurement Clauses PO - Purchase Order

Requirements

Mandatory

The QAPCs in this section are considered mandatory, and apply to all Kaydon POs for the direct material or direct material outside process purchases, except where specifically noted.

- M 1. Inspection System Requirements: The Supplier shall, in performance of this PO maintain a Quality System that meets the following requirements:
 - A. Meets the intent of the current revision of ISO 9001 or equivalent, or be approved by Kaydon.
 - B. Provides records that indicate dates of inspection, Inspector name or number, characteristics inspected and whether or not the characteristics were acceptable or nonconforming.

Kaydon reserves the right to audit or review the Suppliers Quality System or records as deemed necessary. Kaydon may upon request and during regular business hours, conduct a survey of the Supplier's facility to evaluate its ability to comply with PO requirements.

- M 2. Quality and Inspection Records: Quality and Inspection records must be maintained for a period of seven (7) years minimum unless otherwise stated on PO or drawing.
- M 3. Compliance to P.O. Requirements: Objective evidence validating the conformance of purchased items to P.O. requirements shall be kept on file and shall be made available for examination by Kaydon upon request.
- M 4. Certificate of Compliance: The Supplier must furnish with each shipment a Certificate

- of Compliance. The certificate must contain the company logo or the name of either the Quality Assurance Manager or the responsible company official certifying compliance. This shall constitute certification by the Supplier that the articles were manufactured, inspected, and/or tested in accordance with the PO, specifications and/or drawings as applicable. If a specification is superseded or different than what appears on Kaydon's documentation, the Supplier shall state that the specification is equivalent to and/or superseded by what is specified on the Kaydon PO.
- M 5. Government Contract: When indicated on the PO the Government Contract Number and Rating must appear on the Certificate of Compliance.
- **M 6. Traceability:** The Supplier shall maintain a system of traceability on all raw materials, purchased components, and manufactured parts used to supply items on this PO. Traceability can be in the form of batch or lot numbers and shall be listed on the product label or provided on the required documentation.
- M 7. Identification: Material shipped to Kaydon shall be identified with the Kaydon P.O. Number. Additional marking and/or identification shall be as required by specification, drawing or contract.
- M 8. Deviations/Discrepancies: Any departure from drawing specifications or other PO Requirements must be submitted to Kaydon Purchasing Department. Disposition of such deviations/discrepancies must be approved by the appropriate Kaydon function prior to shipment. A copy of this approved disposition must accompany each affected shipment. Any rejected material that is being resubmitted by a Supplier shall be clearly identified as such on the shipping documentation and must reference Kaydon's rejection document. If a nonconforming condition may exist on product previously delivered to Kaydon, the supplier shall notify Kaydon Purchasing Department of the potential nonconforming condition.
- M 9. Required Specifications: The Supplier is responsible for obtaining all specifications needed to complete the PO. The Kaydon Buyer indicated on the face of the PO will, upon request, furnish any Kaydon Specifications needed and may assist in obtaining any other specifications required. All materials supplied to a specification must meet the latest published revision of the issuing agency.
- M 10. Resubmitted Material: Any material rejected by Kaydon and resubmitted by the Supplier must be clearly identified as such on the shipping document. The Supplier shall reference the Kaydon non-conformance number and make available, upon request, evidence that the initial cause for rejection has been corrected. Suppliers shall re-certify to all original PO requirements.
- M 11. Right of Entry: Kaydon, its customers, and applicable regulatory agencies reserve the right to witness the manufacture or processing of any items on this PO to determine and verify the quality of work, records, and material at any place including the Supplier facility. Kaydon reserves the right to limit access to 3rd party visits when proprietary design/tooling/processing/manufacturing techniques are employed. A Kaydon representative shall be present during these visits.
- M 12. Flow Down Requirements: Suppliers will flow down all applicable requirements of the Purchase Order to their suppliers to insure conformance with all Specifications, Drawings, and Quality System requirements, Regulations, Public Laws, and any additional requirements specified in the Purchase Order.
- M 13. Changes: No changes in materials, processes, procedures, design interfaces or software which affects the form, fit, function, safety, weight, maintainability, service life, reliability, replaceability, manufacturing location or interchangeability of the items to be delivered to Kaydon shall be made without prior written approval/acknowledgement from Kaydon. Prior to implementing any changes the supplier shall submit a change request in writing to Kaydon.

- M 14. Counterfeit Material Avoidance: Supplier shall implement an appropriate strategy to ensure that Goods furnished under this contract are not Counterfeit Goods. Supplier's strategy may include, but is not limited to, the direct procurement of items from OEMs or authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformances or test data demonstrating the item's authenticity. If the supplier becomes aware of or suspects that items delivered under the subject purchase order are or contain suspected or confirmed counterfeit materials the supplier shall immediately contact the Kaydon buyer.
- M 15. Restriction of Hazardous Substances (RoHS) Declaration: The supplier shall provide material that adheres to the limits for hazardous substances as established by EU directive 2011/65/EU (and subsequent amendments), In the event of non-compliance, which items are non-compliant and the identity of the hazardous substance that exceeds the limits or if applicable, declare the use of exemption numbers outlined in Annex III of the directive. For the purpose of this QAP all supplied items are to be considered components of commercial electrical equipment that falls within the scope of RoHS.
- M 16. Operator Qualification: The Supplier shall maintain a system to ensure that all operators that perform work on Kaydon product, components, etc. are qualified to perform those operations. All Non-destructive testing operators shall be level II or higher or level I with supervision and meet the qualification requirements of NAS 410 or equivalent.
- M17. Ethical Behavior / Contribution to Product Safety: The Supplier shall adhere to the SKF Code of Conduct and ensure the requirements have been communicated with all personnel at all levels located on Kaydon Supplier website or directly at (http://www.skf.com/binary/21-45396/SKF-Code-of-Conduct-for-suppliers-and-sub-contractors English-version-1.pdf)). All personnel at all levels of the organization shall also be made aware of:
 - their contribution to product of service conformity
 - their contribution to product safety
 - the importance of ethical behavior
- M18. Conflict Mineral: Supplier shall comply with the Responsible Minerals Initiative (http://www.responsiblemineralsinitiative.org/). Supplier shall complete the Conflict Minerals Reporting Template when requested by Kaydon.
- M19. Changed to Supplemental clause S 5.
- M20. TECHNICAL DATA: If any documents and/or item reference are governed by ITAR requirements then they must be controlled under the U.S. International Traffic in Arms Regulations (ITAR), 22 CFR 120-130. Export must be in compliance with the ITAR. Violations may result in administrative, civil, or criminal penalties.
- **M21. TECHNICAL DATA**: If any documents and/or item reference are governed by EAR requirements then they must be controlled under the U.S. Export Administration Regulations (EAR) 15 CFR 730-774. Export must be in compliance with the EAR. Violations may result in administrative, civil, or criminal penalties.

Supplemental Clauses

The following clauses are required only when specifically printed on the PO:

- **S 1.** Government Source Inspection: Government Inspection of the purchased items or services is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government Representative who normally services your plant, so that appropriate planning for GSI can be accomplished.
- S 2. Kaydon Source Inspection: Kaydon Inspection of the purchase items or services is

required before shipment from your plant. Contact the Buyer listed on the PO at least 10 days prior to the time that the items will be ready for Kaydon Inspection. Acceptance by Kaydon shall not be construed as evidence of effective Control of quality by the Supplier and shall not absolve the Supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by Kaydon or its customers.

S 3. Material Certifications

Metallic components: Material delivered under this PO shall be accompanied by a report of the actual chemical and physical test results and must provide traceability data as required by the applicable specification. The country where the raw material was melted must be indicated either on this report or on the Certificate of Compliance supplied to Kaydon.

Non-Metallic components: Material delivered under this PO shall be accompanied by a copy of the material certification which must state the material name required by Kaydon and provide lot traceability data. If the Kaydon drawing allows an equivalent material, and if the test report supplied references a product name other than what is specified by Kaydon, the Supplier shall state that the product name indicated on the material certification is equivalent to the material specified by Kaydon.

- **S 4. Test/Inspection Data:** Certified test data, or a true copy thereof, on stationary of the organization performing the testing shall be supplied with each shipment. This report must contain all factual information necessary to demonstrate conformance to the requirements reflected on the blueprint or in the PO. The test data shall show quantitative test results versus qualitative requirements and permissible tolerances for all values measured. When specifically allowed by the PO or Kaydon Specification, statistical data may be provided.
- **S 5. First Article Inspection Required**: The First Article Piece and Inspection Report shall be submitted to Kaydon Quality Assurance with the first shipment of the first production run whenever one or more of the following conditions exist:
 - A. First time production of the 13- digit part number by your firm.
 - B. Significant break (24 months or more) in production.
 - C. Any process change affecting fit, form, or function.
 - D. Change in manufacturing plant location.

Second tier direct material changes as defined and flowed down in conditions A-D above. First Article documentation shall include as a minimum:

- 1. Item-by-item listing of all dimensions for each drawing characteristic and the actual inspection or results
- 2. Method of inspection, i.e., type of instrument, visual, etc. including calibration dates of these instruments
- 3. Date performed
- 4. PO number
- 5. Inspector signature/stamp
- 6. Supplier verification of all attributes reflected in the Kaydon drawings and/or requirements
- 7. Unique marking that identifies the First Article part

The preferred method of format is the AS9102 form.

S 6. Life Dated Product: Any material supplied on this PO that has a specific or certified usable life must have the "Date of Manufacture" and the "Shelf Life" or the "Expiration Date" of the product indicated on supplied certificates or on each individual container. This includes but is not limited to: Lubricants, Adhesives, Chemicals, and Rubber products. If the product has a batch or lot number then it should be included on the certificates or the container.

- **S 7.** Kaydon Approved Processes: Prior to fabrication a Manufacturing/Process Control Flow Plan shall be submitted by the supplier to the Buyer for review by Kaydon Engineering and Quality Assurance. This Flow Plan shall list, in sequence, the manufacturing and special process operations to be performed and all inspections and tests that will be conducted. Kaydon must approve the plan and any subsequent changes, prior to implementation.
- **S 8. Nadcap Approved Processes:** The following aerospace services are considered special processes by Kaydon Corporation. Special process suppliers are required to have Nadcap registration prior to processing any items on this order: Heat Treat, Chemical Processing, Welding, Shot Peen, Non-Destructive Testing, Plating and Coating.
- **S 9. Process Changes:** Seller agrees that work performed internally and/or the work procured from sub-tier suppliers shall comply with the following requirements unless a documented request for change is approved by Kaydon Purchasing Department.
 - A. Work shall not be moved from the original location of manufacture to another location of manufacture within a production facility or to any other production facility.
 - B. Where First Article is required, work shall not be moved from the original location where the product was produced at the time of First Article inspection acceptance.
 - C. No changes shall be made to design, manufacturing processes, materials or activities that affect fit, form, or function.
 - D. A fit, form, or function analysis shall be performed, documented, and included with any request for change.
 - E. A documented process shall be in place to review, identify, and submit a request for changes to the Kaydon Purchasing representative.

A documented request for change shall be submitted to the Kaydon Purchasing representative prior to plan implementation. The change will not be implemented unless approved by Kaydon.

S 10 Deleted

S 11. Bearing Component Source: DFAR Clause 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings, is invoked on this order. Finished bearing components must be wholly manufactured in the U.S. or Canada. The country of manufacture must be indicated on the Certificate of Compliance supplied to Kaydon.

S 12. Deleted

- **S 13. Specialty Metals Material Source:** DFAR Clause 252.225.7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals is invoked on this order. Except as provided in paragraph (c) of DFAR 252.225.7009, any specialty metals incorporated in items delivered under this contract shall be melted or produced in the United States, its outlying areas, or a qualifying country as listed in DFAR 225.003 (10).
- S 14. Foreign Object Damage (FOD) Prevention: The supplier shall maintain a FOD prevention program. The program shall include (to the extent applicable) the review of manufacturing processes to identify and eliminate contamination or foreign object entrapment areas and paths through which foreign objects can migrate. Supplier shall ensure work (manufacturing, assembly, testing and handling) is accomplished in a manner sufficient to preclude the risk of FOD incidents. Supplier FOD prevention program shall contain the following:
 - a) Implementation of FOD prevention, awareness and training.
 - b) Periodic self-assessment of its internal FOD prevention practices and shall measure effectiveness of program compliance to requirements, and
 - c) Method to flow-down these requirements to sub-tier suppliers, if applicable. (Ref National Aerospace Specification (NAS) 412 for further guidance).

- S 15. Combined with S16 and made a new mandatory clause M20
- S 16. Combined with S15 and made a new mandatory clause M20
- **S 17. Counterfeit Material Avoidance**: The supplier shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers using SAE AS5553 as a guide. The supplier shall provide evidence of the suppliers risk mitigation process to the Kaydon Buyer upon request. If the supplier becomes aware of or suspects that items delivered under the subject purchase order are or contain suspected or confirmed counterfeit materials the supplier shall immediately contact the Kaydon buyer.
- **S 18. Restriction of Hazardous Substances (RoHS) Compliance:** The supplier shall provide a statement on their certificate of compliance that all materials supplied are within the limits for Hazardous substances as established by EU directive 2011/65/EU (and subsequent amendments). For the purpose of this QAP all supplied items are to be considered components of commercial electrical equipment that falls within the scope of RoHS.
- S19. Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) Compliance: Supplier shall provide a statement on their certificate of compliance that each item supplied contains no more than 0.1% by weight of any Substance of Very High Concern (SVHC) as outlined in the Candidate List published by ECHA (European Chemicals Agency). Supplier shall comply with the provisions stated in Article 56 of EU regulation 1907/2006 regarding substances subject to authorization as outlined in (REACH) Article 33 (Annex XIV) and subsequent amendments, and that each item supplied shall not violate the restrictions of 1907/2006 (REACH) Article 67 (Annex XVII) and subsequent amendments. Supplier is to be compliant at the date of order acceptance.

Responsibility

The plant quality assurance department will identify any applicable supplemental clauses needed in the purchase order and communicate those additions to the Plant Buyer.

The plant buyer will verify and ensure all applicable clauses have been added to the purchase order before issuing to the supplier.

Change Information:

Minor change Clarification point and upgrade according to the AS 9100 The changes made in clause M 16 & M 17 were made to answer a corrective action from an AS9100 third party audit.

Reference

Reference to forms

Reference to Process Map

Reference to Qb (Production)

Reference to Logistics Services Qc (Prod)

Reference to Purchasing Qc (Production)

Reference to Eb (Production)