



## Supplier Quality Clauses

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### 1. Quality System

Supplier must have a documented quality system certified or compliant to ISO 9001 or AS 9100D or in the case of Calibration Laboratory must be accredited to ISO 17025. When the Supplier's quality system does not meet this requirement, the supplier must notify RAMP Engineering, Inc. (herein referred to as "RAMP") and provide evidence of the quality system that will be employed during the duration of the purchase order. Suppliers must notify RAMP in writing if the supplier's quality system has changed since the supplier became an approved RAMP supplier.

### 2. Key Characteristics

When key characteristics are identified on the purchase order or supporting documents, the supplier shall implement process controls as required, or if not specified, as appropriate to ensure that the key characteristic is satisfied.

### 3. Record Retention

RAMP documentation and quality records generated by the supplier must be maintained per a written procedure and be retained for 10 years or more per the contract and must be retrievable within 24 hours upon request by RAMP. Disposal of older records must be performed in a manner such that the content is not recoverable. Quality records include receiving inspection of material used on RAMP's product, in-process inspection/test results and final inspection/test results, sub-tier supplier qualifications and purchase order reviews.

### 4. Supplier Management

The Supplier must have a sub-tier qualification program which includes qualification criteria, capability matrix, performance records and re-evaluation/re-audit of sub-tier suppliers. Supplier must use RAMP approved Suppliers; any deviation must be sent in writing for Buyer's approval.

### 5. Handling and Critical Characteristics

Handle parts with care to prevent nicks and dings and to maintain part integrity. Flight-safety and critical characteristics will be identified, along with specific instructions if needed, on the purchase order or part blueprint.

### 6. Requirements Flow Down

The supplier shall ensure that requirements flow down to sub-tier suppliers, including key characteristics, materials selection, first article inspection, process control where required.

### 7. Organization Changes

The supplier shall notify RAMP when operations being performed in support of RAMP purchase orders are moved to another facility with a separate street and/or city address. The supplier shall also notify RAMP if ownership of the supplier has changed.

### 8. Right of Entry

Representatives of RAMP, its customers, Government, and/or regulatory agencies (if applicable) reserve the right to visit the supplier and its suppliers with the intent of resolving delivery and quality issues, etc.



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### 9. Traceability and Counterfeit Parts

The supplier must have a traceability and counterfeit parts avoidance program at component and/or process level all materials, components, solvents, chemicals compounds used to manufacture, paint, or plate. Certificate of Conformance must accompany the product upon shipping.

### 10. Material and Special Process Certificates

The supplier shall furnish a material or special process certification in addition to the certificate of conformance as required by the general requirements. The certification shall specify the applicable material or special process specification(s) (chemical analysis, plating, heat treat, passivation, etc.), type, class, etc. as specified on the RAMP purchase order or industry specification, plus as applicable, documentation noting actual measurements verifying conformance to requirements.

### 11. Nonconforming Parts

Items not in conformance with the requirements of the purchase order, specifications, and industry standards referenced therein, or that cannot be corrected through continuation of the original manufacturing process or by rework, shall not be submitted without prior written approval. In the event it is determined that material previously delivered to RAMP was defective, written notification is required within thirty (30) calendar days. Failure to respond to a Corrective Action may disqualify the Supplier from being an approved Supplier.

### 12. Workforce

Supplier shall maintain a competent work force, ensuring that persons are properly qualified to perform processes and understand their contribution to product or service conformity, product safety, the performance of the Supplier and the importance of ethical behavior.

### 13. ITAR

Supplier shall adhere to the ITAR compliance requirements for performing work or service involving ITAR compliance. Documents identified as ITAR controlled shall be viewed only by a U.S. Person. A U.S. Person means any entity that is: U.S. Citizen or Legal Resident, or U.S. organization incorporated to do business in the United States.

### 14. Disclosure of Conflict Minerals

Per the 2010 Dodd-Frank Act, any supplier that comes under or purchases from a company that comes under the SEC commission must declare any use of minerals (i.e. tantalum, tin, gold, tungsten, (derivatives of columbite-tantalite, cassiterite and wolframite) that originated from the DRC (Democratic Republic of the Congo) or any adjoining countries: Angola, Republic of Congo, Central African Republic, South Sudan, Uganda, Rwanda, Burundi, Tanzania and Zambia. Certificates of Conformance must accompany the product upon shipping to RAMP showing material traceability statement: "No Use of Conflict Minerals". For more information on requirements to this quality clause go to EICC website at [www.eicc.info/](http://www.eicc.info/).



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### **15. Preservation, Packaging and Foreign Object Debris (FOD) Prevention—Per NAS412**

Unless otherwise specified, the Supplier shall use best commercial practices for preservation and packaging of items supplied to Buyer.

The supplier is responsible for providing products that are manufactured in an environment that is free of foreign objects. The seller's quality program shall utilize effective FOD prevention practices proportional to the sensitivity of the design of the product(s) to FOD. The seller's program shall include FOD preventive practices in packaging. There shall be no foreign objects received in packaging and packaging containers. Foreign objects can include staples used for closure of unit packaging, foam peanuts used for cushioning and Styrofoam (can break down the particles cling to parts) used for cushioning. In general, no packaging material shall be used that will leave any residue from the packaging material on the parts as a result of packaging or unpacking the product.

### **16. Performance**

Expectations for On-Time Delivery is 85% and Quality is 98%.

Standings: Good 90 to 100%, Satisfactory 79 to 89%, Poor 79%

A rating of below 79% requires the Supplier to develop an improvement timeline to obtain satisfactory status within six months. The generation of an Improvement Timeline requires a CAR to be generated.

### **17. Capacity**

Vendor represents that the production capacity quoted to Buyer is based on a tooling and production plan capable of supplying goods or services to support Buyer's requirements.

### **18. Compliance**

Supplier shall be committed to continual process improvement. Conducting all operations in conformance with, or exceeding all applicable environmental laws and regulations of the jurisdictions in which the Supplier does business. Ensuring all products and materials supplied meet applicable product environmental compliance requirements.

Supplier shall comply with the provisions of all applicable federal, state, and local laws, regulations, rules and ordinances applicable to this order and purchased goods thereunder, including without limitation, any fair labor standards or statues, including laws regarding slavery and human trafficking, and any regulation regulating occupational safety and health.

### **19. Proprietary Rights**

All specifications, information, data, drawings, software, and other items, which are supplied to Supplier by Buyer, shall only be used for purposes of providing goods or services to the Buyer pursuant to this order and shall not be disclosed to any third party without Buyer's express written consent.



## Supplier Quality Clauses

### **20. Force Majeure**

Neither Buyer nor Supplier shall be liable for failures or delays that arise out of causes beyond their reasonable control and without their fault or negligence. Such causes include acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), the party whose performance is so affected shall so notify the other party's authorized representative in writing and, at Buyer's option, this order shall be completed with such adjustments as are reasonably required by the existence of Force Majeure or this order may be terminated for convenience by Buyer.

### **21. Termination for Default**

Buyer may, by notice in writing, terminate this order in whole or in part at any time for Supplier's breach of any one or more of its terms, for failure to make progress to endanger performance of this order, or failure to provide adequate assurance of future performance. In the event of partial termination, Supplier is not excused from performance of the non-terminated balance of work under the order.

### **22. Inspection and Acceptance**

All goods are subject to Buyer's inspection, testing and approval, both at Supplier's facility and Buyer's point of destination. Buyer reserves the right of final approval of product, procedure, processes and equipment and reject and refuse acceptance of any goods which do not comply with all the terms of this order.

### **23. Mercury Exclusion**

The items supplied under this order shall contain no metallic mercury or mercury compounds and must be free from mercury contamination. During manufacturing, testing, or inspection, the items supplied shall not come in contact with mercury or any of its compounds nor with any mercury-containing devices employing only a single boundary of containment. Note: A single boundary of containment is one not back by a second seal or barrier to prevent contamination in the event of an accidental rupture of the primary seal or barrier. In the event this requirement cannot be met, contact RAMP's Purchasing representative.

### **24. Security and Cyber Requirements**

If this order is being issued against or in connection with a U.S. Government Contract, in accepting this order, Supplier represents that (i) Supplier shall provide adequate security on all covered contractor information systems as required by DFARS 252.204-7012 and (ii) Supplier shall have met the NIST SP 800-171 DOD Assessment Requirements as required by DFARS 252.204-7020. Upon request by RAMP, Supplier shall provide applicable documentation evidencing that Supplier has met such Assessment Requirements.