

Form Number: **FORM-2013**

Form Name: **CWI SPAR Clauses**

REV	ECO	DESCRIPTION	SIGNATURE	DATE
-		Initial Release	Doug Fuller	11/10/05
A	1914	Add C-5 to define record retention by suppliers	Mike Chao	01/30/09
B	1961	Amend Q2 to clearly reflect AS9100 7.4.2 right of access	Mike Chao	03/24/09
C	2635	Add Q9 special processes	J. Harrison	4/12/11
D	2686	Added advance notification to Ciao Wireless if any changes are made	J. Harrison	5/10/11
E	2708	Added Buyer-Seller agreement under compliance clauses C-3	Stacie Cortez	06.14.2011
F	3329	Changed Q7 to include 15CFR700	J. Harrison	10/23/12
G	3385	Added Q10, and Q11	J. Harrison	1/9/13
H	4127	Added Q12	T. Amoroso	7/25/17

Purpose: **Define SPAR (Supplier Product Assurance Requirements) Clauses**

Replaces Previous Form QAF-101

References: **QS 7.4 Purchasing ,
QS 7.5, Production and Service Provision**

PROPRIETARY DATA
THIS DOCUMENT CONTAINS DATA WHICH IS PROPRIETARY OR CONFIDENTIAL TO CIAO WIRELESS. THIS DOCUMENT AND THE DATA CONTAINED HEREIN SHALL NOT BE USED, DUPLICATED OR ALTERED WITHOUT THE EXPRESSED WRITTEN CONSENT OF CIAO WIRELESS. ALL RIGHTS RESERVED.

Approvals:

QA: Chris Rebbe Date: 06-14-2011

Mfg: Glen Wasylewski Date: 06-14-2011

Engr: Miguel Juarez Date: 06-14-2011

Ciao Wireless, Inc. Form



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CWI SPAR CLAUSES
Total Quality Through Continuous Improvement

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SCOPE

This specification establishes the procedures and controls for Supplier Product Assurance Requirements (SPAR). Supplier Product Assurance Requirement clauses, in addition to those shown on the Engineering Drawings, are specified by number on the Ciao Wireless purchase order, and are incorporated as part of the Ciao Wireless purchase order.

COMPLIANCE CLAUSES

C-1 Reports of electrical, functional, mechanical, environmental or other tests are required with each shipment. These reports shall include:

- 1. Ciao Wireless purchase order number
- 2. Item description
- 3. Drawing/Specification and revision used
- 4. Acceptance limits of test procedure
- 5. Number of units tested
- 6. Serial number of units tested, as applicable
- 7. Lot/date code, as applicable

C-2 Chemical and Physical Test Reports required with each shipment for each lot or batch shipped. The reports shall include the material manufacturer's lot/heat/melt number and actual inspection/test values as required by the material specification. Typical values are acceptable when allowed by material inspection.

C-3 A Certificate of Conformance is required with each shipment. The certificate shall include: Ciao Wireless purchase order and line item(s) number, and applicable specification. The certificate must have an original signature, the title of the signing individual and the date of the signature. Whenever Seller knows or has reason to believe that timely performance of this Order may be delayed for any reason, including an actual or potential labor dispute. Seller shall immediately give notice thereof including all relevant information with respect thereto to Buyer. Seller agrees to add these clause to each subcontract of purchase order issued hereunder.

C-4 Serialization control is required. All parts, shipping containers and shipping documents shall be identified with serial numbers.

C-5 All records generated in processing this P.O. shall be retained and kept on file with the supplier in case Ciao Wireless needs to retrieve applicable data .Records shall be kept for a period of 5 years from date of shipment and shall be available for review upon Ciao request.

INSPECTION CLAUSES

I-1 First Article Inspection and Acceptance by Ciao Wireless is required prior to fabrication of additional deliverable items. The supplier shall notify appropriate Ciao Wireless Purchasing personnel to ascertain location (supplier or Ciao Wireless) of this inspection.

I-2 Ciao Wireless Pre-Closure (PRE-CAP) Inspection at suppliers facility is required Five (5) days advance notice is required.

I-3 Ciao Wireless Final Acceptance Mechanical and Functional Test Verification at suppliers facility is required prior to shipment. Five (5) days advance notice is required.

I-4 Ciao Wireless In-Process Inspection at the suppliers facility is required to verify material and processes (i.e. soldering, welding, machining) prior to encapsulation, plating, and/or painting. Five (5) days advance notice is required.

I-5 Supplier shall conduct and submit a First Article Inspection and Report which shall include all dimensional, functional, and non-destructive test results required by applicable specifications.

I-6 Soldering will be in accordance with MIL-STD-454, Requirement 5. in accordance with the general requirements of IPC-A-610

I-8 Soldering will be in accordance with NASA-STD-8739.3 1997

PACKAGING CLAUSES

P-1 Supplier shall identify and package electrostatic parts and/or assemblies to meet the electrostatic protection requirements of ANSI/ESD 520.20-1999

P-2 Supplier shall identify and package magnetic devices to ensure one (1) inch minimum clearance is maintained from all articles during transit/handling. The following caution note, or equivalent, shall be applied to unit containers:

"Special Handling Required"; devices contain magnetic material. Maintain one (1) inch minimum clearance when device is not in package, do not store on metal shelving."

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QUALITY (GENERAL) CLAUSES

Q-1 Government inspection is required prior to shipment from your plant. Upon receipt of this order, promptly notify the Government

Representative who normally services your plant so appropriate planning for Government inspection can be accomplished.

Q-2 Ciao Wireless reserves the right of access by the organization, their customer and regulatory authorities to inspect all facilities involved in the order and to all applicable records.

Q-3 Suppliers inspections system shall comply with MIL-I-45208A.

Q-4 The primary Ciao Wireless supplier named on this purchase order retains full responsibility for ensuring products, supplies, or services furnished hereunder comply with all applicable specification/standard requirements for design; construction, and workmanship.

The primary Ciao Wireless supplier continues to retain full responsibility for compliance to these specification/standard requirements if products, supplies, or services are purchased from secondary (subtier) supplier(s) that are incorporated into or are used to produce, inspect or test products or services supplied under this purchase order.

The primary Ciao Wireless supplier shall:

- a) Provide (flow-down) applicable specification/standard requirements to subtier supplier(s).
- b) Ensure, by performing physical and/or functional inspections that subtier suppliers have complied with requirements of Q-4a.

Q-5 Equipment calibration shall conform to the requirements of MIL-STD-45662 or ANSI/NCSL Z540-1-1994.

Q-6 Material ordered under this clause is for other than production use, i.e. overhead, services, maintenance, capital, and other uses not directly charged to customer contracts. The material shall be evaluated and accepted, by the Ciao Wireless user to his/her requirements and will not be inspected by Ciao Wireless Quality personnel. This material is not intended for delivery to Ciao Wireless Customers.

Q-7 This is a rated order certified for national defense use and you are required to follow all of the provisions of the Defense Priorities and Allocations System Regulations (15CFR700)

Q-8 Ciao Wireless supplier is not authorized to conduct independent MRB activity. Discrepant conditions requiring MRB disposition for repair and use-as-is shall be submitted to Ciao Wireless Quality through the applicable Ciao Wireless purchasing representative. The supplier shall place nonconforming material in bond pending disposition and notification by Ciao Wireless Quality of the MRB action. Supplier shall not make any changes to any items without advance notification to and written approval by Ciao Wireless. Items that have changed without prior notification and consent shall be nonconforming items.

Q-9 Special processes must be completed by Ciao Wireless approved supplier.

Q-10 As required by the Conflict Minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, HR 4173, Section 1502 ("Conflict Minerals Act") Ciao Wireless, Inc. requires our suppliers to take appropriate actions to ensure that our products do not contain conflict minerals that directly or indirectly finance armed groups in the Democratic Republic of the Congo (DRC) or an adjoining country. These actions will include conducting reasonable country of origin inquiries and, as necessary, obtaining reliable certificates of origin for all materials that might possibly originate in the DRC areas or an adjoining country.

Q-11 **"Counterfeit Parts"** Only new and authentic materials are to be used in products delivered to Ciao Wireless, Inc. No counterfeit or suspect counterfeit parts are to be contained within the delivered product. Parts shall be purchased directly from the OCMS/OEMS, or through the OCM/OEMS franchised distributor. Documentation must be available that authenticates traceability to the applicable OCM/OEM. Independent distributors (Brokers) shall not be used without written consent from Ciao Wireless, Inc. If Suspect/Counterfeit parts are furnished under this PO and found in any of the goods delivered hereunder, such items will be impounded by the buyer. The supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to the buyer and seller shall be liable for all costs relating to removal and replacement of said parts. Buyer reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts.

Q-12 ***Human Trafficking***

This FAR clause requires contractors to notify employees of the policy and establish an appropriate employee awareness program. It is also a mandatory flowdown in all subcontracts for the acquisition of services. Contractors are required to submit a certification that they have implemented an appropriate

compliance plan, conducted due diligence to identify and prevent any prohibited activities, and that no prohibited activities have occurred. Additionally, contractors must certify that they have implemented appropriate remedial or referral action, if prohibited activities have occurred

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