

## **INSTRUCTIONS:**

Unless otherwise stated, the latest version of this document applies and can be accessed at: <http://www.timesmicrowave.com>.

This document contains Times Microwave Systems (herein identified as TMS) information and Quality requirements which are applicable to and a part of every purchase order.

It is the supplier's responsibility to understand and ensure compliance with this document and the TMS purchase orders. If there are any sections or identified quality clauses that a supplier does not understand or cannot comply with, it is the supplier's responsibility to notify the TMS Buyer prior to any procurement activities.

## **PURPOSE:**

The purpose of this document is to flow down TMS customer and regulatory requirements, communicate to suppliers the importance of an established quality system and assist in the growth and development of customer-supplier partnership, TMS business strategies, overall quality and ultimately contributing to mutually enhancing competitiveness, success and future growth opportunities for both TMS and supplier's businesses. TMS is committed to continuous improvement with respect to ISO-9001:2015 and AS9100 Quality Management Systems.

TMS recognizes that suppliers are a valued partner and a vitally important member of TMS supply chain activities. TMS understands that a vendor-buyer is two-way partnership that ultimately proves to be mutually beneficial to both parties continued success and growth.

## **ABOUT TIMES MICROWAVE SYSTEMS (TMS):**

TMS is an engineering driven, manufacturing organization specializing in the quality, design and manufacture of high performance, flexible and semi-rigid coaxial cable, connectors, interconnective systems, accessories and tools and cable assemblies for RF transmission. TMS capabilities, current product offerings and contact information is available at [www.timesmicrowave.com](http://www.timesmicrowave.com).

TMS has been instrumental in the development of military specifications, including MIL-DTL-17 for coaxial cables. TMS is the leading source of MIL-DTL-17 qualified products, holding more QPL's (Qualified Product Listings) than any other manufacturer in the world.

TMS is the leader in the design, qualification, manufacture, and on-time delivery of high performance cable and cable assembly products to the aerospace, space and defense, commercial, wireless and military marketplace.

## **Order of Precedence:**

The order of precedence shall be as follows:

- (1) TMS purchase order instructions
- (2) TMS contract / Statement of Work (SOW)
- (3) TMS drawings, and
- (4) Identified specifications and procedures

### **Revision Level**

Unless otherwise specified by the purchase order, contract/SOW, drawing or specification, the revision level on any specification, procedure and document is the revision level that is in effect at the time of the purchase order date. Please ask buyer for latest if unsure.

### **Supplier Expectations and Quality Management System (QMS)**

All suppliers (regardless of tier) shall be compliant to a quality system, such as ISO9001, AS9100, TS16949, or a TMS approved QMS.

Any change in a third party approval/certification status shall be communicated to TMS. Notification must be made in email/writing to TMS Buyer.

Suppliers are encouraged to review and be compliant with the EICC (Electronic Industry Citizenship Coalition®) Code Of Conduct as well as maintain a quality system that encompasses the following (as applicable):

Quality Manual, Control of Documents and Records, Production and Quality Planning, Risk Management, Configuration Management, Design, Development and Change Control, Determination of Requirements Related to the Product, Control of Purchasing, Control of Production Process and Changes (Operator and Inspection Instructions), Identification and Traceability, Control of Production/Test Equipment, Tools and Software, Packaging Planning and Preservation of Product, Control of Monitoring and Measuring of Product, Processes and Equipment, Control of Non-Conforming Product, Corrective Action and Continuous Improvement.

### **CERTIFICATION of COMPLIANCE (C-of-C or CoC) required**

Each item and shipment of articles defined in the purchase order shall be accompanied by an original Certification of Compliance (CofC). The supplier shall verify conformance with all applicable requirements, specifications, drawings and listed quality requirements as stated on the purchase order. The certification shall be signed by an appropriate employee of the supplier preferably having management responsibility (or as-designated) for the production of the product and assurance of conformance for all applicable requirements.

As a minimum, the following information shall be included in the C-of-C:

- TMS Part Number and revision level (if applicable)
- TMS Purchase Order Number
- Manufacturer's applicable Lot Traceability Number and Date of Manufacture (if applicable)
- Manufacturer's/Supplier's Part Number (If different from above)
- Statement of compliance of all specifications (and applicable revision levels)
- Country of Origin
- Date and Authorized Signature
- For items supplied through Distribution, the OEM manufacturer test report and certifications shall be included with shipment along with the distributor's certification (CoC). Distributor's certification must include full supply chain traceability flow from manufacturer through distribution to TMS.

### **Special Processes Identification on CofC**

Suppliers are required to identify on the CofC any special processes performed. *Special Process* is defined as a controlled process or operation performed on an item where the operation is not readily inspectable (e.g. chemical processing, heat treating, material testing, welding, plating / coating etc.). The applicable specification, revision level and source must also be referenced on the CofC.

*Note: It is preferred (but not required unless specifically stated on purchase order / drawing / purchase specification or contract) that all levels of supply chain use NADCAP accredited suppliers for the specific Special Processes performed. NADCAP qualified suppliers can be ascertained through the NADCAP website ([www.pri-network.org](http://www.pri-network.org) > [eauditnet.com](http://eauditnet.com) > OnLine QML).*

### **Maintaining of Sub tier Certs, Country of Origin, Raw material CTR (Certified Test Report)**

Suppliers are required to obtain and maintain all sub tier certifications including, raw material certifications of articles supplied, which includes but is not limited to, physical and chemical test reports of the materials used for each unique heat/batch/lot numbers used in the production of the purchased articles. *All Certs and mill CTR must state country of origin.*

All supplier and sub tier supplier certifications, tests, documents and records must be readily available, retrievable and delivered to TMS upon request at no additional charge. Any material test reports or CofC's must be certified by the manufacturer (i.e., raw material certs from the mill, foundry...etc.). Transcribed sub tier certifications are not allowed unless specifically authorized by TMS.

### **Cleanliness**

Unless otherwise specified by drawing or purchase order, all parts must be received clean, that is, free from corrosion, dirt, contamination, cleaning solutions, lubricants, machine oils, residues, scaling, oxides, machine chips, weld splatter, flux residue, ...etc. In the case of passivation, proper cleaning prior to passivation is a critical step in the passivation process (Reference ASTM A380). When protective fluids are used for corrosion protection (for example), parts shall be thoroughly cleaned prior to application of protective fluids.

### **Packaging and Shipment**

TMS requires levels and methods of packing and preservation of purchased articles that will assure safe arrival at destination, in accordance with good commercial practice unless special packaging and shipping instructions are specified in the purchase order. Damaged articles received at TMS will be rejected as supplier's responsibility.

Suppliers providing services and finishing requirements or contracting sub tiers for finishing requirements per purchase order / drawings must assure that all products are properly packaged to prevent damage in transit to the finishing houses. Suppliers shall also flow-down the packaging information and specifications to suppliers sub-tier suppliers to preclude damage to finished product.

### **Foreign Object Damage/Debris (FOD):**

All direct and sub tier suppliers are required to take necessary actions to prevent the occurrence of Foreign Object Damage/Debris (FOD). FOD is a substance, debris or article alien to the vehicle, system or article which would potentially cause damage and is typically used to describe debris on or around military and commercial: aircrafts, vehicles, missiles, naval vessels and systems or damage done to such.

FOD and contamination prevention must be implemented in all areas as applicable and FOD training awareness must be given. The supplier shall ensure that articles are not damaged or otherwise contaminated during manufacture, storage, packaging and shipment. The supplier is required to maintain a process for the prevention, detection and removal of FOD (Reference National Aerospace Standard document NAS 412).

### **Right of Access:**

TMS, TMS customer(s), US Government and regulatory authorities (when applicable) have the right of access to the facility, sub tier's facility, all records and documents and may review/audit any facility and system contracted on this PO to establish conformance to applicable program and/or regulatory requirements.

TMS, TMS customer(s), US Government and regulatory authorities have the right to inspect and audit any or all of the work included in any TMS purchase order at the supplier's facility and the sub tier supplier's facility. The supplier is not permitted to charge additional monies for on-site audits/visits.

### **Sub-tier Flow-down Requirements**

Suppliers shall be held responsible and accountable for all purchase order requirements. When additional processing is required at outside sub tier suppliers, all applicable technical and quality requirements derived from this document, the TMS purchase order, specified contract/SOW, any cited drawings, specifications, procedures, standards or any government contracts therein, shall be flowed-down to the sub tier in the supplier's purchase order including any packaging concerns to the finisher to preclude damage to finished product. Evidence of system for flow-down requirements shall be maintained and is subject to TMS review.

### **Prohibition of China Materials/Processes**

#### **No China materials/processes permitted for use on this order:**

Unless otherwise stated on TMS purchase order requirements, the use of China components is strictly prohibited. This includes but is not limited to products, processes, components, or sub-components at any level of supply chain. If the supplier (or supplier's sub tier suppliers) cannot comply with this requirement, the supplier must notify TMS prior to procurement of any materials or fulfillment of this order. Please contact TMS buyer for notification and/or more information.

## **Notification of Process Changes**

All suppliers and sub-tiers are required to notify the TMS Buyer when any of the following changes occur:

- change in product, either design or process
- change of suppliers / sub-tier suppliers / special process suppliers / sub-tiers
- change of manufacturing facility location for suppliers and sub-tiers
- relocation of critical manufacturing machinery within the supplier's facility or if relocated to a sub-tier or to a subsidiary facility
- the transfer of any work (production or process) to a sub-tier or to a subsidiary facility

Upon discovery of any process changes identified above, the supplier shall notify TMS in writing using TMS form, F7.4-03, Supplier Deviation/Information Request.

## **Configuration Control and Traceability of Materials and Processes**

Suppliers are required to establish a documented system for configuration control and traceability of materials and final product. Parts or products removed from the normal process flow must be positively segregated and clearly marked. Suppliers are required to establish a traceability system that tracks components from raw material through inspection and test operations to verify that actual and specified configurations agree, including rework and sub-tier configuration control of procedures, processes, and special processes.

## **Final Acceptance**

All supplies ordered may be subject to inspection or audit by TMS or TMS customers. All materials received at TMS shall be subject to incoming inspection and acceptance at destination after receipt.

TMS may determine acceptance or rejection of the supplies by using a TMS approved sampling procedure. TMS may reject shipment and hold materials and at supplier's expense, all supplies not conforming to TMS purchase order requirements. TMS may also withhold payment of discrepant or rejected materials.

TMS may require suppliers to rework, repair or replace at supplier's expense, any purchased articles which fail to meet the requirements of the TMS purchase order, or refund of the price of any such articles.

The supplier shall not retender any purchased articles rejected by TMS or any of TMS's customers unless notification of such past rejection is submitted with the retender and TMS has approved the retender.

### **Shipment of Non-Conforming / Discrepant Material**

Suppliers shall not ship any materials or parts, which do not conform to all drawings, specifications and purchase order requirements, to TMS or their designated receiver without prior written approval from the TMS Buyer. A description of all discrepant articles must be submitted to TMS Buyer for review and approval using TMS form number, F7.4-03, Supplier Deviation/Information Request form.

All discrepancies must be clearly and accurately described listing drawing requirements, dimensions, tolerances, etc., and actual results/dimensions of discrepancy. Please contact your TMS Buyer for the latest revision of this form, or check availability of this form on-line at TMS website > Contact > Quality.

SDR's (Supplier Deviation/Information Request) must show purchase order number, part number(s); quantity of discrepant parts. Final Approval and verification of shipment must be obtained through TMS Buyer. TMS may not approve any request without acceptable review of corrective action to preclude future occurrences.

When SDR's are approved for shipment by TMS, a copy of the approved, signed SDR form must accompany shipment of articles and all pertinent documents to preclude rejection at TMS receiving inspection.

### **Non-Conforming Product / Supplier MRB Authority**

Suppliers and sub tier suppliers are not permitted to ship any articles that do not fully comply with purchase order and drawing requirements without TMS written approval (see above, Shipment of Non-Conforming Material and Supplier Deviation/Information Request (SDR) form F7.4-03).

If product has escaped the supplier's facility and has been shipped to TMS, the supplier is required to notify the TMS Buyer within 2 business days in writing (i.e., letter or email) after it has been confirmed that non-conforming product has been delivered to TMS. Suppliers shall immediately begin containment action upon discovery / verification / notification of a product nonconformance.

For product that has been found or suspected to be non-conforming prior to shipment to TMS, all requests for approval for "Repair" or "Use-As-Is (UAI)" must be submitted to TMS for approval. The supplier is not permitted to Use-As-Is or Repair without TMS written approval.

"Rework-to-Print" or "Scrap" is permitted without TMS approval unless otherwise specified by purchase order. Material must be held (at the supplier's address) pending receipt of documented TMS approval prior to further processing and/or shipment of nonconforming material. For products identified or suspected to be non-conforming returned from the supplier's facility; an internal evaluation must determine the cause(s) of the nonconformance and address a corrective action to prevent re-occurrence. The supplier may also be required to formally submit a root cause / corrective action response to TMS.

## **CRITICAL PROCESS ITEMS**

When items/materials are identified as CRITICAL PROCESS ITEMS (CPI) by TMS drawing, PS (Purchase Specs), PO (Purchase Order), or Contract:

Absolutely No Changes in Materials, Processes or Design details of the part after acceptance of TMS (or TMS Customer) Qualification and/or First Article Inspection (FAI) shall be permitted without Written Approval from TMS (Times Microwave Systems). This shall include any changes in Materials, Direct Suppliers / Sub Tier Suppliers or Supplier/Sub Tier supplier locations, Processes or Design Details by Subcontractors.

Changes which could affect the Part or any Component Part thereof with regard to: (A) Part Number Identification, (B) Physical or Functional Interchangeability, and (C) Repair and Overhaul Procedures and Processes and Material Changes which affect these procedures without prior written approval of TMS are Prohibited.

In the event any approval for changes is granted, all part numbers and the originals of all drawings or data shall be revised and provided to TMS accordingly.

Supplier is responsible and shall flow-down this requirement to all subcontracts / sub tier suppliers included for supplier part numbered items, whether such equipment is provided as an end item or as a component part of an end item.

TMS shall be notified within 3 business days if supplier determines that an unapproved change has been made.

## **Marking & Identification: Compounds, Resins, Powders, Wire, Cable, Tubing, Life-Limited**

Articles that may become loose or separated from original marking and packaging shall be clearly be marked and identified with, as a minimum:

- TMS Part Number and Revision level (if applicable),
- Description of Article,
- TMS Purchase Order Number,
- Applicable Lot / Batch / Heat / Serial no. and/or Date of Manufacture (when applicable)
- Expiration date or Date Code (if applicable)

This is the minimum marking identification requirement for articles, however, it is not intended for machined components or purchased hardware (unless otherwise specified). Where applicable (or as permitted), other supplier pertinent information may be included (e.g. applicable military specification).

If articles are supplied through a distributor, the individual articles must be identified with OEM Name, Description of Article and applicable Lot / Batch / Heat / Serial number / Date Code / Date of manufacture. See CofC section for required certifications involving distributor supplied products.

## **Record Retention**

Quality Records (as defined below) shall be retrievable and retained for a minimum period of ten (10) years after the date of final payment unless otherwise specified by purchase order, drawing or contract.

At the end of the retention period, or upon any change in the status of suppliers which could lead to premature disposal of records, suppliers shall advise TMS prior to the disposition/disposal of any records.

Quality Records include:

- TMS purchase order and any specific communications relating to the order
- TMS drawing to the specified revision at the time of the order
- Supplier's certificate of conformance as well as inspection details reports, charts, audit records, raw material certifications...etc.
- Supplier's purchase order(s) to any sub tiers along with sub tier's C-of-C including raw material certifications, tests reports and inspection records (if applicable)
- All manufacturing process documentation and any reject / rework operations (e.g. job travelers, defect documentation with disposition approval and repair documentation, all final and in-process inspection operations...etc.)
- Any permitted deviations / waivers by TMS approved for shipment
- Any other applicable information pertinent to TMS purchase orders
- Any other records designated as quality records by TMS

All records must be readily available, retrievable and delivered to TMS upon request at no additional charge. Any material test reports or C-of-C's must be certified by the OEM manufacturer (i.e., raw material certs from the mill, foundry...etc.). Transcribed Certifications are not allowed unless specifically authorized by TMS.

## **Shelf Life / Life Limited / Age Control Products**

All purchased articles that specify age defined restrictions (e.g., rubber o-rings, gaskets, seals...etc.) shall have a usable shelf life of 80% minimum at the time of receipt by TMS unless otherwise specified by specification and/or purchase order. The supplier CofC for materials or purchased articles having definite age degradation characteristics must contain the following information on the CofC:

- **Manufacturing date (and/or cure date)**
- **Useful Shelf Life or (Expiration Date)**
- **Batch or Lot number (when applicable)**
- **Any special storage requirements shall be specified on the CofC.**

## **First Article Inspection Report**

A first article inspection report (FAIR) may be required as specified by the TMS purchase order. When required, FAIR shall meet the requirements of AS9102. The FAIR documentation shall be delivered with the shipment of articles and supporting documentation (C-of-C, packing list...etc.).



## **TMS Furnished Material / Discrepant Furnished Material**

Suppliers are required to assure that all TMS furnished raw materials, partially processed components, subassemblies, assemblies, tooling, fixtures etc., are free of shipping damage, etc., prior to processing. Any discrepant materials, articles, subassemblies, etc., must be rejected at time of receipt. Suppliers assume responsibility of total value of material, components, subassemblies and assemblies when scrapped as a result of processing subject articles. Suppliers are not responsible for TMS controlled parameters but assume responsibility for protecting TMS investment in raw material or partially completed items. Suppliers shall be responsible for any purchased articles rejected by TMS in which rejection results from supplier's processing of discrepant materials, articles, subassemblies, etc. furnished by TMS.

## **TMS Furnished/Designed Tooling, Fixtures, Etc.**

For any/all applicable purchased material(s) that require tooling, fixtures or other similar media that are supplied or designed by TMS (TMS Customers) for the use of producing, inspecting or verifying product which will be sold to TMS, the following clauses will be flowed down to the suppliers / sub tier suppliers:

TMS and/or TMS customer assigned tooling, identification numbers (or other identifying nomenclature) specific to each tool, fixture, etc. will be clearly identified on the purchase order and/or purchase specification or documentation.

### **Tooling: TMS-Furnished, Supplier-Manufactured or Supplier-Owned**

Supplier shall include procedures for the control, maintenance and calibration of special tooling, fixtures, jigs, inspection and test equipment and other devices used in manufacturing processes.

### **Tooling: as a Media of Acceptance**

Supplier shall utilize mandatory/required tooling provided by TMS and designated as production type tooling to be utilized for Item manufacture as supplier's media of inspection and for TMS source acceptance for those part features created by or depicted by such tooling. The supplier is required to adhere to TMS calibration intervals and shall calibrate the tooling or notify TMS a minimum of 1 month prior to required calibration.

Supplier shall comply with the following requirements:

- Supplier's QMS shall provide calibration or testing procedures capable of verifying configuration control of Supplier-owned or Buyer-furnished Tooling.
- Supplier's QMS shall include Identification and configuration control procedures for TMS furnished items.
- Supplier shall provide verification of compliance upon request from TMS.
- Supplier shall control tool traceability by ensuring all tool identification labels, plaques and removable details of tools are stored, handled, used and transported appropriately to prevent loss of any Items associated with TMS furnished Tooling.
- In no case shall Supplier attempt to rework, in any manner, TMS-furnished tooling, fixtures, etc. without prior written authorization from TMS.

## **Acceptance Authority Media (AAM)**

When acceptance authority media is used (e.g., stamps, electronic signatures, passwords), TMS suppliers and all levels of sub tier suppliers shall ensure that the use of AAM is clearly defined and established and that the media is controlled. Suppliers shall comply with 14 CFR Part 21.2 regarding the application of the Acceptance Authority Media (AAM) requirements. Suppliers shall access their AAM process periodically.

The focus of this assessment may be:

- Authority Media Application Errors (i.e. Omission, Typos, Legibility, etc.)
- Authority Media Application Untimely Use (i.e. Documentation is not completed as planned, “Stamp/Sign as you go”, etc.)
- Authority Media Application Misrepresentation (i.e., uncertified personnel, Falsification of documentation, Work not performed as planned, etc.)
- Authority Media Application Training Deficiencies (i.e. Ethics, Culture awareness, Proper Use of authority media, etc.)

Records of supplier AAM assessments shall be made available to TMS upon request

## **Corrective Actions and Continuous Improvement**

The supplier shall strive to continually improve the effectiveness of their quality management system as it directly relates to providing On-Time Delivery of Defect-Free product to TMS.

The supplier is encouraged to initiate improvement ideas to TMS. The supplier shall monitor all improvement activities and evaluate the effectiveness of the results. NOTE: Continual Improvement opportunities can result from lessons learned, problem resolutions and communicating with TMS as well as other customers.

The supplier shall take action to eliminate the causes of nonconformities and eliminate potential causes of non-conformities in order to prevent occurrence/recurrence.

The supplier shall establish a process for:

1. *Continual Improvement Actions (including Preventive measures)*
  - Monitor and measure critical processes such as On-Time delivery and product rejections for implementing improvement actions when needed
2. *Corrective Actions*
  - reviewing non-conformities and determining the causes of nonconformities
  - evaluating the need for actions to ensure that non-conformities do not recur
  - determining and implementing actions and reviewing the effectiveness of the actions taken



358 Hall Ave. Wallingford, CT 06492

Document Title: **Supplier Quality Manual**

Doc. No. **AS7.4-03**

Page: 11 of 14

Revision: **G**

### **Defense Priority Rating**

If a DPAS priority rating is shown on the purchase order or supporting documents, then the order is a DPAS rated order certified for US National Defense use and the supplier (seller) and all levels of supply chain are required to follow the provision of THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR 700).

### **Export/Import, EAR or ITAR, Restrictions for US military, defense, and Space applications**

Any TMS purchase order requests, drawings, documents or technical data which specifically identify ITAR controls or identify end use application for the US military, space and defense applications require that the supplier and all levels of supply chain follow and establish ITAR controls as specified by the Arms Export Control Act (Title 22 of the United States Code) and/or the Export Administration Act of 1979, as amended (Title 50 of the United States Code).

The seller must comply with all applicable U.S. Government export regulations, including but not limited to the International Traffic in Arms Regulations (22 CFR Part 120-130) and the Export Administration Regulations (15 CFR Parts 730-774).

The Seller shall provide all information necessary to support any export or import authorization requirements by TMS for items ordered hereunder.

Drawings, documents and technical data may not be shared with Foreign Persons (as defined in the Arms Export Control Act and the Export Administration Act of 1979, as amended) unless under prior written approval of the US Department of State or Commerce. Violations of these export laws are subject to severe criminal penalties.

### **Electronic Process & Workmanship - Soldering Compliance**

When performing soldering processes supplier shall be compliant with IPC/EIA J-STD-001 CLASS 3 Requirements for soldered electrical and electronic assemblies.

IPC-A-610, Class 3, Acceptability of Electronic Assemblies as applicable.

### **Environmental Compliance**

When specifically required by the TMS purchase order, suppliers shall certify compliance to REACH, RoHS, PFOS and Conflict Metal regulations. TMS may require these regulatory documents after orders have been delivered. The supplier is required to provide these certifications/documentation for 7 years following order acceptance.

## **Mercury Free Systems / Compounds**

Unless otherwise stated on TMS purchase order requirements, the manufacturing and processing of product shall be free of the element Mercury or any Mercury compounds. Mercury shall not be used for any service in connection with fluid systems or components during fabrication, inspection, assembly, packaging, installation, examination, testing or repair.

## **Source Control**

When applicable, as identified by TMS, the supplier is required to use only the TMS approved source as specified on the TMS drawing, purchase specification, contract or purchase order. When approved sources are not available or for potential improvement opportunities, the supplier shall notify TMS in writing using TMS form, F7.4-03, Supplier Deviation/Information Request.

## **Counterfeit Prevention Program**

A counterfeit part is a part which displays or shows suspected evidence of misrepresentation (e.g., manufacturer, lot / date code, reliability level, RoHS, refurbished or reclaimed). A counterfeit part can be a substitute without legal authority manufactured by an unauthorized source. Please contact TMS Buyer for any questions regarding Counterfeit Prevention.

## **The Seller's Responsibility to Times Microwave Systems**

If the seller determines that any components / devices cannot be procured in accordance with the requirements of this procedure, the seller must notify the TMS buyer immediately with an explanation of deviation from this requirement. The supplier shall submit a SDR form, Supplier Deviation/Information Request form F7.4-03 to TMS. TMS will provide written/electronic direction by conducting a review and obtaining customer and/or TMS approval depending upon TMS's customer requirements for the parts to be procured prior to placement of the purchase order.

The seller is required to follow AS5553, AS6174 and reference Defense Acquisition Regulations System DFAR 252.246-7007.

Some examples of counterfeit parts include, but are not limited to:

- Parts which do not contain the proper internal construction (e.g., manufacturer, die, wire bonding, etc.) consistent with the ordered part
- Parts which have been used, refurbished or reclaimed, but are represented as new parts
- Parts which have a different packaging style or surface finish than the ordered parts
- Parts which have not successfully completed the Original Equipment Manufacturers (OCM) full production and test flow, but are represented as completed product
- Parts sold as up-screened (rated) parts, which have not successfully completed up-screening
- Parts sold with modified or tampered labeling and marking intended to misrepresent the part's fit, form, function, grade...etc.
- Parts manufactured from an unauthorized source

The supplier shall establish and maintain a process for the procurement of component articles that may be counterfeit with particular attention given to the procurement of Electrical, Electronic and Electro-Mechanical (EEE) components.

The supplier shall provide periodic training to their process for personnel (departments) possibly affected. Records of training shall be made available to TMS upon request. The process is intended to bring awareness of counterfeit prevention, maximize availability of authentic parts, procure parts from reliable and/or authorized sources, assure authenticity and conformance of procured parts, control parts identified as counterfeit, and report counterfeit parts to customers, potential customers, users and Government investigative authorities (e.g., GIDEP). The supplier's process shall reduce the risk and prevent the occurrence of unauthorized components procured directly or integrated into production articles, hardware, assemblies or equipment and includes procuring raw material and articles from approved DOD or source controlled suppliers (or as specified by purchase order or contract). The supplier is required to maintain a counterfeit parts program / process. (Reference SAE AS5553, Counterfeit Electronic Parts; Avoidance, Detection, Mitigation and Disposition and AS6174 Counterfeit Material, Assuring Acquisition of Authentic and Conforming Material and Defense Acquisition Regulations System DFAR 252.246–7007).

### **Practicing Ethical Behavior**

TMS expects that any organization that accepts orders is required to conduct business in an ethical manner consistent with local laws and regulatory agencies. Ethical behavior includes honesty, fairness, equality, dignity, diversity and honoring individual rights. Ethical behavior should be practiced and communicated to employees. For example, falsifying data is not only an unethical act, it can also be considered a criminal offense.

The seller/sub tier suppliers shall ensure that all decisions, actions, and stakeholder interactions conform to moral and professional principles. The seller shall communicate the importance of ethical behavior to its supply chain as well as its employees.

### **Product Safety**

The seller has an obligation to understand their contribution to product safety. The seller and all levels of chain, and their employees are expected to assess hazards and manage risk associated with product/service safety with respect to the products/services/raw materials being provided under this order. The seller shall control the processes needed to assure product safety for the entire product life cycle, as appropriate for its intended purpose.

Materials/Services are expected to perform and maintain their designed or intended purpose without causing unexpected risk of harm to persons or damage to property.

## **Product Conformity**

The seller has an obligation to understand their contribution to product conformity. The seller and all levels of chain and their employees are expected to assess hazards and manage risk associated with product/service conformity with respect to the products/services/raw materials being provided under this order. Product / Service Conformity can be managed by maintaining the Quality Management System and achieving company goals.

Product Conformity can also be achieved by avoiding non-conformances. Examples of this can be following company procedures, safety rules/guidelines, striving for zero defects. Improved conformity performance results in a stable working environment creating happy employees, suppliers and customers.

## **Supplier Request for Information or Improvement Ideas**

TMS encourages our supply base to proactively contact us when more information is required, for continuous improvement ideas and where potential opportunities for improvement exist, or for detailed explanations of purchase order instructions, quality clauses, sections within this document or anything relating to purchase orders, potential purchase orders or RFQs, Request for Quote opportunities.

TMS suppliers and sub-tiers are requested to utilize TMS form, F7.4-03, Supplier Deviation / Information Request for formally documenting improvement ideas, information requests, and quality requests where TMS MRB (Material Review Board) of cross-departmental review is required.

## **REVISION HISTORY**

<b>Revision</b>	<b>Date</b>	<b>CDC</b>	<b>By</b>
Orig. Rel.	June 17, 2011	33593	Stephens
A	Oct 5, 2011	33991	Davino
B	July 18, 2012	35859	Stephens
C	Sep 14, 2016	45298	Davino/Riter/Rowley
D	Dec 21, 2016	45819	Demko/Davino
E	Apr 17, 2020	54549	RD
F	May 25, 2021	57763	Stephens
G	Dec 21, 2021	59497	RD