



QUALITY ASSURANCE PROVISIONS

GENERAL QUALITY REQUIREMENTS

The scope of the supplier's efforts includes the following as defined in this purchase order:

Manufacture and deliver the quantities called for in this purchase order, in accordance with the specifications and drawings listed.

Develop/delineate the manufacturing processes and tooling to manufacture, inspect and deliver the quantities required.

Articles defined in the purchase order are subject to the applicable supplier quality assurance provisions contained herein.

Articles will not be accepted by FDI, and payment will be withheld if the supplier fails to meet the requirements of the purchase order.

The supplier should contact FDI with questions/improvements so FDI can provide assistance in correcting the problems if needed.

Preliminary evaluation samples can be provided at any time for FDI to review and provide assistance in improving a process.

This document, and any resulting subcontract document, is to be considered proprietary information to Foam Design. Your firm is expected to treat such information with the same degree of care it uses to handle its own proprietary information and it shall not be duplicated or used for any other internal purposes than those directly related to your performance of this order. No disclosure, in whole or in part, of any FDI proprietary information is permitted without the written authorization of FDI.

FDI will list top level drawings and specifications in the applicable purchase order. It is the responsibility of the seller to obtain all drawings and specifications as well as secondary and general support specifications. Should you be unable to obtain these documents, contact the buyer.

- QAP-1 PACKING AND MARKING
- QAP-2 CERTIFICATE OF COMPLIANCE
- QAP-3 RAW MATERIAL CERTIFICATION
- QAP-4 SHELF LIFE
- QAP-5 INSPECTION AND TEST RECORDS
- QAP-6 FIRST ARTICLE SAMPLE (FAS) INSPECTION
- QAP-7 DOCUMENTATION
- QAP-8 CORRECTIVE ACTION
- QAP-9 CHANGES IN DESIGN
- QAP-10 PRODUCTION PROCESS/LOCATION, MATERIAL, TECHNICAL CHANGES, SCHEDULING
- QAP-10A PRODUCTION PROCESS DOCUMENTATION (PPD) and PROCESS CONTROL DOCUMENT (PCD)
- QAP-11 SOURCE INSPECTION
- QAP-12 GOVERNMENT SOURCE INSPECTION (GSI)
- QAP-13 STATISTICAL PROCESS CONTROL (SPC) PLANS
- QAP-14 ACCEPTANCE INSPECTION EQUIPMENT (AIE)
- QAP-15A QUALITY SYSTEMS (ISO 9001:2015)
- QAP-15B QUALITY SYSTEMS (ISO 9001:2015. AS9100D)
- QAP-15C QUALITY SYSTEMS (ISO 9001: 2015 Tailored per FDI's requirements)
- QAP-15D OTHER QUALITY SYSTEMS
- QAP-16 CALIBRATION SYSTEM
- QAP-20A LOT NUMBERING
- QAP-20B LOT NUMBERING (MIL-STD-1168)
- QAP-22 MATERIAL SAFETY DATA SHEETS (MSDS)
- QAP-24 INSPECTION AND TEST RECORDS FOR TEN PIECE SAMPLE
- QAP-25 REWORK AND REPAIR OF NONCONFORMING MATERIAL
- QAP-26 SPECIAL PROCESSES CONFORMANCE
- QAP-28A CRITICAL CHARACTERISTICS CLAUSE (7 MAY 2001)
- QAP-28B CRITICAL CHARACTERISTICS CLAUSE (FEB 2004)
- QAP-29 QUALITY RECORDS
- QAP-30 PREVENTION OF COUNTERFEIT PARTS
- QAP-99 DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS)

QUALITY ASSURANCE PROVISIONS

QAP-1 PACKING AND MARKING

Unless otherwise directed by this purchase order, referencing specifications and/or drawings, the supplier shall determine the method of shipment. The method must provide adequate protection to prevent damage in transit and/or storage and be conducive to normal material handling practices. Gross weight of container will not exceed 50 pounds, unless otherwise approved by FDI (Note: Supplier must notify prior to shipment). Each container contains the same quantity, except one short pack container is allowed. The short pack is to be marked "SHORT PACK" or in a manner that is easily identifiable by FDI. At least one side of each container is to be marked with the following information:

- (FDI Part Number)
- (Part Name)
- (Drawing Number OR Specification Number as stated on purchase order)
- (Lot Number, if applicable)
- (Quantity)
- (PO Number)

NOTE: FDI reserves the right to correct improperly marked shipping containers. Charges resulting from these corrections may be deducted from the seller's invoice.

In addition, the following QAPs apply, if applicable: QAP-2, -3, -4, -5, -6, -7, -10, -11, -12, -14, 16, -20A, -20B, -25, -26, -29, -30

QAP-2 CERTIFICATE OF COMPLIANCE

The supplier shall submit, with each shipment, a certificate signed by their authorized representative, stating that the raw materials used, and articles furnished to FDI, are in conformance with applicable requirements of the purchase order, drawings, specifications, and that supporting documentation is on file and available to FDI upon request. Each Certificate of Compliance should contain the following minimum information:

- Supplier
- Purchase Order Number
- Lot or Batch Number
- Quantity
- Shelf Life Expiration Date (if applicable)
- Statement of Certification
- Signature by Authorized Representative
- Typed Name of Authorized Representative
- Company Title or Position of Authorized Representative
- Date Signed

An example of an acceptable statement of certification is as follows: "This is to certify that all items supplied are in compliance with the purchase order, drawings, specifications and other applicable documentation. All certifications, including material certifications, and other inspection and test reports, as applicable, are on file at this facility, (or included with the shipment, if required) and are available for review by FDI". An example of a Certification of Compliance can be obtained from FDI upon request. If the supplier is not the manufacturer, a certificate of conformance will be required from the manufacturer only.

In addition, **QAP-7** is applicable.

QAP-3 RAW MATERIAL CERTIFICATION

The supplier shall submit, with each shipment, a Certified Test Report (CTR) indicating conformance to requirements of the applicable drawings/specifications. Each CTR should contain the following minimum requirements:

- ◆ Name and address of material supplier
- ◆ Contract #
- ◆ Identification of material by specification, revision, amendment, and dates, together with size, grade, type, etc.
- ◆ Quantity of material
- ◆ Test results identified by reference to the applicable requirements
- ◆ Quantity tested, sample size, specimen type, as applicable
- ◆ Date, signature, and title of supplier representative that is attesting to the accuracy of the test report

The CTR is to be traceable to the material used to produce each shipment against this contract.

In addition, **QAP-7 and -16** are applicable.

QAP-4 SHELF LIFE

Manufacturing date and shelf life is to be noted on the label. FDI does not accept material if more than 15 percent of the indicated shelf life has elapsed upon receipt.



QUALITY ASSURANCE PROVISIONS

QAP-5 INSPECTION AND TEST RECORDS

The supplier shall submit, with each shipment, the inspection and test records which show that the material was inspected for all critical, special, major, and minor defect characteristics per the requirements of the specification, drawing and the FDI contract requirements. The Inspection and Test requirements to be per specifications and drawings unless otherwise specified by the purchase order. Critical/Special characteristics and 100% major characteristics require 100% inspections. In addition, the supplier must provide with the first lot records that show inspections of all unlisted drawing dimensions including all notes on the drawings. Unless otherwise specified in the specifications, drawings, and/or this purchase order, the sample size for these unlisted characteristics must be ten (10). In addition, variable data must be collected and provided when possible. When variable data cannot be obtained, attribute data will be provided. (Note: If a first article is performed on this purchase order and data is sent to support all unlisted characteristics and drawing notes, the ten (10) samples will not be required on the first lot.) These records are to be traceable to the material shipped.

Inspection records should contain the following minimum requirements:

- Purchase Order Number
- Lot Number and Description of Component Part
- Description of Each Characteristic Inspected
- Total Amount in the Lot/Shipment, Amount Inspected/Amount Accepted/Amount Rejected
- Independent laboratory name and address (if used)

In addition, **QAP-7 and 16** are applicable.

QAP-6 FIRST ARTICLE SAMPLE (FAS) INSPECTION

Perform and submit an acceptable FAS as defined in the applicable military specification, drawings and/or this purchase order. **Note: Sample size for the first article must be per the specification. If no sample size is listed in the specification, contact FDI for the appropriate number of samples required.** Regular production may not begin until the supplier receives approval of FAS acceptance by FDI. The FAS must be produced using the same methods, equipment, processes and materials that are to be used for production runs on this contract. The supplier will present to FDI the specified number of "known good" finished items as verified by 100 percent inspection using approved inspection equipment. The supplier shall submit with the first article samples the inspection and test records which show that the material was inspected for all critical, special, major and minor defect characteristics per the requirements of the specification, drawing and the FDI contract requirements. In addition, Inspection Records must show inspections of all unlisted drawing dimensions including all drawing notes for the same number of samples required by the item specification for first article or the FDI specified sample size. Variable data must be provided using AIE approved gages when possible or standard measuring equipment. When variable data cannot be obtained, attribute data will be provided. These records are to be traceable to the material shipped. Inspection records should contain the following minimum requirements:

- Purchase Order Number
- Lot Number and Description of Component Part
- Description of Each Characteristic and Note Inspected
- Total Quantity Produced For FAS/First Article Amount Inspected/Amount Accepted/Amount Rejected

In addition, **QAP-7 and 16** are applicable.

QAP-7 DOCUMENTATION

One copy of required documentation is to be sent with each shipment. Quality Records for products purchased by Foam Design, the supplier shall be required to:

- Insure legibility
- Insure the records are recoverable and can be provided to Foam Design within 24 hours
- Insure the records are retained for a minimum of 10 years.
- In addition, a copy of all required documentation for each shipment is to be mailed (or email) under separate cover to:

Foam Design INC.
Attn: Purchasing
444 Transport Ct
Lexington KY 40511
Phone No 859-231-7006

NOTE: This documentation is extremely important to Foam Design and is required for final acceptance of material. Documentation may be faxed to: Incoming Inspection Supervisor, Fax No. 859-231-7731.



QUALITY ASSURANCE PROVISIONS

QAP-8 CORRECTIVE ACTION

The supplier shall perform corrective action on lots found to be non-conforming, during either Source Inspection or after receipt at the Buyer's facility. Notification of non-conformance will be made with a Defect Material Report (DMR). The supplier shall answer the report as required and return to FDI no later than the due date required.

In the event that discrepancies are found and documented by the Government (DCAS) in the form of a Quality Deficiency Report (QDR), a copy of the QDR must be forwarded to FDI immediately upon receipt.

QAP-9 CHANGES IN DESIGN

The supplier must notify and obtain approval of the Customer, through FDI, prior to making any change to the design of the product or material required by this Purchase Order. An Engineering Change Proposal (ECP) shall be submitted to FDI for approval, prior to submitting to the Customer. FDI is responsible for making such submission to the Customer. The supplier will be notified, in writing, of the result of such submission.

QAP-10 PRODUCTION PROCESS/LOCATION, MATERIAL, TECHNICAL CHANGES, SCHEDULING

If major changes are made or will occur in production processes, type of material, specification/technical data and/or the supplier's production has been or will be down for 90 days or more between production runs, notify FDI to determine if a First Article, or limited First Article is required. Some examples of major changes to a production process include (1) installation of new production machines, (2) relocation of production machine, (3) major modification to existing machines.

QAP-10A PRODUCTION PROCESS DOCUMENTATION (PPD) and PROCESS CONTROL DOCUMENT (PCD)

If major changes are made or will occur in production processes, type of material, specification/technical data and/or

6.5 PRODUCTION PROCESS DOCUMENTATION (PPD) and PROCESS CONTROL DOCUMENT (PCD)

6.5.1 Requirements

You must generate and use written work instructions, Production Process Documents (PPDs), for all processes affecting product quality. Work instructions should consist largely of pictures or graphics and must be posted at the workstation. The PPDs must include all the applicable items listed below that are deemed significant to the type of operation under consideration:

- Operation number
- Operation description
- Part number and revision
- Process drawing (when applicable)
- Detailed work instructions
- Classification level (1, 2, or 3).

Processes and associated PPDs will be classified per paragraph 6.5.2. Changes to PPDs will be managed per paragraph 6.5.3.

Access to work instructions at supplier facilities must be provided. Upon written request, copies of PPD's will be furnished to FDI or the Government.

A history file must be maintained for all PPDs including a description of changes and a record of when they were implemented.

6.5.2 Classification Level of Processes and PPDs

There are three classification levels for processes and PPDs. The preferred method of determining the classification level for an operation is a joint meeting between FDI and the supplier. If the classification level is not determined in a joint meeting, the supplier is responsible for assigning appropriate classification levels for all operations using the guidelines provided below and submitting them to FDI for review and concurrence. The determination of classification levels is based on the following guidelines, including the judgment of the responsible FDI representatives. The classification of a process is based on its importance, not where it is performed.

Class 1 Process - is one where safety and/or major performance parameters may be affected by a change to the process and the product features are not easily verifiable.

A change to a Class 1 process may require a FAAT. Changes must be submitted to FDI (reference 6.5.3). A detailed description of the change and when it has been implemented shall be recorded in a PPD history file maintained by the supplier.

QUALITY ASSURANCE PROVISIONS

Class 2 Process - is one where any of the following items may be affected: storage life, performance, producibility and/or assembly. Processes that are operator dependent, or have low repeatability may be considered Class 2 processes. The addition/deletion/interchange of a Class 3 process or operation is considered a Class 2 change. Other examples are changes in manufacturing location, methods, plan and/or procedures. A change to a Class 2 process may require a FAAT. Changes must be submitted to FDI (reference 6.5.3). A detailed description of the change and when it is implemented shall be included in a PPD history file maintained by the supplier.

Class 3 Process - is one where the process is repeatable and/or the product features are easily verifiable. There are several types of changes to Class 3 processes that may result in the change being considered a Class 2 change. For this reason, you must notify FDI of changes (except administrative changes) to Class 3 PPD's (reference 6.5.3). A detailed description of each Class 3 PPD change shall be included in a PPD history file maintained by the supplier.

PPDs must be available for FDI and Government review and concurrence with the classification. The classification of the PPDs must be completed prior to the beginning of production. If FDI has previously established classifications for PPDs of components manufactured under a prior contract, those classifications shall remain in effect for any subsequent award unless a PPD review is conducted.

6.5.3 Change Control

PPDs may be reviewed and/or reclassified periodically during a contract. You do not have the authority to unilaterally re-classify operations under any circumstances. FDI must approve all initial classifications and subsequent classifications.

The classification of a process and the associated PPDs determines the approval level necessary prior to revising a PPD. The approval requirements for Class 1 and Class 2 PPDs apply even if the process and documentation reside at your supplier. You should flow down the appropriate process documentation change control provisions in your purchase orders. The classes and associated approval levels are provided below:

Class 1 Supplier may not change without prior formal submission and written approval by FDI.

Class 2 Supplier may not change without prior formal submission to FDI.

Class 3 Supplier may change without prior submission, but must formally notify FDI within fifteen (15) days.

QAP-11 SOURCE INSPECTION

FDI maintains the right to perform a Source Inspection to evaluate the product or service being procured by this purchase order. This evaluation may take the form of any or all of the following:

- Product Inspection
- Process Verification
- Audits

Audits may be performed on item affecting product quality such as:

- Measurement & Test Equipment (M&TE) Calibration
- Special Processes
- Work Instructions
- Statistical Process Control (SPC)

Reasonable facilities and equipment shall be made available to the FDI Representative while performing these tasks. Access must be provided to appropriate work areas, M&TE, records, inspection/quality plans, etc. FDI must be provided the opportunity to inspect all listed characteristics and those unlisted ones specifically identified at the point where acceptance is determined. Before submitting product to FDI, it shall have been accepted under the terms of your inspection plan. After acceptance by FDI, the product may be submitted to the Customer if required.

FDI may choose to waive Source Inspection but any such waiver will not jeopardize future opportunities for Source Inspection. FDI reserves the right to make final acceptance of the product or service. FDI reserves the right to assign the costs associated with Source Inspection to the supplier if the FDI Source Inspector arrives for a scheduled inspection and determines that the supplier is not ready for the performance of inspection. **Notify FDI at least one week in advance to arrange an FDI representative to be at your facility. Earlier notification would be appreciated.**

QAP-12 GOVERNMENT SOURCE INSPECTION (GSI)

GSI is required prior to shipment from your facility. A copy of the contract covering the item under procurement is furnished by the Government Industrial Operations Representative at FDI to the Defense Contract Administrative Services (DCAS) element. Upon receipt of this order, promptly notify the DCAS Government Representative who normally services your facility so that appropriate planning for GSI can be accomplished. The supplier is required to notify the DCAS element ten days in advance of contractual due date after material is ready for inspection.

QUALITY ASSURANCE PROVISIONS

GSI does not constitute acceptance; nor in any way replace the supplier's or purchaser's inspection, or otherwise relieve the supplier of his responsibility to furnish conforming material. When inspection at the supplier's plant is performed by the Government, such inspection is not considered by the purchaser as evidence of effective inspection by the supplier. **If a Government Inspector finds material to be unacceptable, the supplier does not ship the material to FDI until such time that the Government Inspector's findings have been satisfactorily resolved with FDI.**

QAP-13

STATISTICAL PROCESS CONTROL (SPC) PLANS

A Supplier SPC General (Management) Plan is to be approved by FDI prior to any production. The SPC Management Plan is to be in accordance with instructions outlined in the requirements listed below. Management SPC Plan submission is required two weeks after Purchase Order award. If Management SPC Plan submission cannot be completed within two weeks, supplier is required to submit a milestone plan and date for completion within the same two weeks after Purchase Order award. This plan requires approval by Foam Design. A template can be provided for your use in developing this General (Management) Plan. Any changes to this plan require approval by FDI. FDI recognizes that suppliers and/or subcontractors play a key role in continuous improvement. If suppliers and/or subcontractors do not practice SPC and the philosophy of continuous improvement, FDI's own improvements will be minimized. Current suppliers without a SPC program are encouraged to develop one.

The Supplier SPC General (Management) Plan Requirements are as follows:

1. The SPC Management Plan defines the supplier's SPC concepts and methodologies to be in accordance with ANSI/ASQC B1, B2 and B3 Standards. As a minimum, the plan addresses the following:
 - SPC Plan to define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement.
 - SPC Plan to embrace a total commitment to quality and shall be capable of standing on its own merit.
 - SPC Plan to describe the policy for applying SPC, including goals and management commitment to SPC
 - SPC Plan to list documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).
 - SPC Plan to define the SPC management structure within the organization.
 - SPC Plan to identify and include interrelationships of all departments involved in SPC (i.e. Production, Quality, Engineering, Purchasing, etc.).
 - SPC Plan to identify by job title or position all key personnel within departments involved in the application of SPC.
 - SPC Plan to describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible determining, initiating and implementing corrective action upon detecting assignable causes, etc.)
 - SPC Plan to identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished.
 - SPC Plan to describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers.
 - SPC Plan to identify who is to be trained and the type, extent and length of such training (i.e., on-the job, classroom, etc.)
 - SPC Plan to identify when refresher training is required and how personnel using SPC techniques are monitored.
 - SPC Plan to identify the criteria for performing SPC gage capability studies and describe how and when these studies are applied. Repeatability and accuracy of gages should be addressed.
 - SPC Plan to describe how the process/operation parameters are determined appropriate for SPC application for critical, special and major process/operation parameters (i.e., Pareto analysis; analysis of characteristics with tight tolerances, etc.).
 - SPC Plan to identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations.
 - SPC Plan to describe what actions are taken as a result of each process capability study.
 - SPC Plan to describe the methodologies when process capability is for variable and attribute data.
 - SPC Plan to determine what constitutes and capable process. When variable data is utilized capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).
 - SPC Plan to determine what constitutes a capable process. When attribute data is utilized process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to 0.003 percent (Cpk=1.33).
 - SPC Plan to describe what actions will be taken if process/operation is sub-marginal or marginal. (Cpk less than 1.33 or 2.0 for criticals) or grand average fraction defective is greater than .003 percent.)
 - SPC Plan to include the analysis of statistical distributions and define all formulas and symbology utilized.
 - SPC Plan to describe the type of charts to be used (i.e., X bar/R, X bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
 - SPC Plan to identify the procedures for establishing and updating control limits, including frequency of adjustments.
 - SPC Plan to describe the criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken; to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes.
 - SPC Plan to illustrate out-of-control tests.
 - SPC Plan to describe the method of recording pertinent facts on control charts such as changes in raw material, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.

QUALITY ASSURANCE PROVISIONS

- SPC Plan to identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures.
- SPC Plan to describe the methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered.
- SPC Plan to describe the system utilized to audit suppliers, what will be audited and how often.
- SPC Plan to describe what action will be taken when out-of-control conditions exist at subcontractor or vendor facilities.
- SPC Plan to describe the contractor's SPC Audit System. This system, at a minimum, shall consist of auditing compliance with the planned arrangements specified in the General and Detailed SPC Plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.
- SPC Plan to identify various records to be used in support of SPC and describe their use.
- SPC Plan to identify retention periods of SPC records.

Detailed SPC Plans (item specific) are to be approved by FDI prior to any production. The Detailed SPC Plans are to be in accordance with instructions outlined in the Supplier Detailed SPC Plan Requirements listed below. Detailed SPC Plan submission is required two weeks after Purchase Order award. If Detailed SPC Plan submission cannot be completed within two weeks, supplier is required to submit a milestone plan and date for completion within the same two weeks after Purchase Order award. This plan requires approval by Foam Design. These plans are comprised of descriptions of SPC techniques planned for use, on a characteristic by characteristic basis, for all characteristics identified in the specification as critical, special, and major. The supplier may provide justification for not using SPC techniques for any or all of the characteristics identified. These justifications must be accepted by Foam Design INC.

1. Each Detailed SPC Plan contains the following:

- Component name
- Defect characteristic number and/or defect characteristic nomenclature
- SPC applicable (to include chart type, sample size, sample frequency) or SPC not applicable (to include brief justification why not applicable). **Justifications must include how the supplier's processes are controlled to assure all product delivered to FDI INC. is in conformance to specifications and/or drawings.**
- List the Production Machinery used for each characteristic subject to SPC
- List the Inspection Equipment used for each characteristic subject to SPC
- Define the production steps (example could be a flowchart of the process)

Control Charts - The supplier is expected to document (CP) and (CPK) indices and investigations & corrective action for out-of-control conditions. In addition, each chart is expected to show control limits, purchase order number, lot number (if applicable), and defect characteristic number. All charts are to be submitted to FDI with each shipment of parts/material.

Control charts are to be documented in a manner that assures traceability to the product. The supplier shall retain copies of all data and control charts for a period of seven years after final delivery of the items procured.

QAP-14

ACCEPTANCE INSPECTION EQUIPMENT (AIE)

The supplier's AIE designs (drawings or descriptions), including any changes, are to be approved by FDI and the Government prior to any production, including First Article Inspection. AIE submission is required two weeks after Purchase Order award. If AIE submission cannot be completed within two weeks, supplier is required to submit a milestone plan and date for completion within the same two weeks after Purchase Order award. Two copies of each design or description, identified to the characteristic to be inspected and to the contract number, are to be submitted to FDI.

Use of approved AIE is mandatory for acceptance of parts. The Supplier is responsible for assuring the AIE is in calibration. In addition, **QAP-16** is applicable.

Instructions for Supplier Inspection Equipment List

Suppliers to submit to the FDI Purchasing Department, a list of all inspection equipment and their procedures to be used to inspect parts for the purchase order.

The supplier's list to include all instruments, measuring and test equipment (M & TE) and their instructions for use for their part(s) acceptance in accordance with purchase order specifications. Standard Measuring Equipment (SME), commercial equipment such as micrometers, calipers, gage pins, snap gages, etc., to be described in detail, examples below:

Micrometer, OD, 1" range x .0001" divisions;
Caliper, Dial 6" range x .001" divisions;
Gage Standard Commercial Pin, .1500 ± .0002" diameter.
Torque Wrench, 0-50 in/lbs x 2 in/lbs divisions x ± 2% (accuracy)

Commercial Equipment (CE) to be listed by brand, model and capacity/range. Supplier-designed M & TE which are unique designs are to be furnished on a drawing format with instructions for use. These drawings to indicate unique design number, revision, M &



QUALITY ASSURANCE PROVISIONS

TE nomenclature, inspected part name, number, and characteristic being inspected. List the drawing number and revision on the Inspection Equipment List.

Requirements Example

- ITEM: List part number effected.
- SPEC: Item Specification used to perform inspection.
- CODE: List the Critical, Special, Major, and Minor characteristics as listed in the item specification.
I.e., "C1 (Critical), 101 (Major), Spl A (Special), 201 (Minor)"
- CHARACTERISTIC: List characteristic as listed in the item specification.
I.e. "Overall Length of body, max."
- METHODS: List inspection equipment type, brand/model, measuring capacity/units, if commercial equipment, supplier drawing number/revision.
- NOTE: Upon approval of the submitted designs, a copy of the government approval will be forwarded to the supplier for their record.

If the purchase order is a follow-on order on which AIE approval was obtained, and if the parameters of the product and the AIE have not changed, "rollover" approval may be granted. Submit letter, FAX, or email citing the previous order and the FDI or government document that approved the AIE.

In the event that automatic inspection equipment is used to make its own accept/ reject decision, the drawings, software and calibration procedures relevant to making the accept/reject decision will be required. Other pertinent information may be requested from the supplier by FDI during the review of any submittal on an as needed basis. See Mil-A-70625 for specific requirements. When a revision to any approved inspection equipment or method is anticipated, it must be submitted to FDI 60 days prior to intended use for evaluation and approval. Approval of an initial design does not imply approval of subsequent revisions.

QAP-15A

QUALITY SYSTEMS (ISO 9001:2015)

The supplier is to provide and maintain a quality program or system in accordance with ISO 9001:2015. A copy of the Supplier's Quality Manual and registration is to be submitted to FDI upon request. Any changes to the Quality Manual or registration status to be submitted to FDI within four weeks.

QAP-15B

QUALITY SYSTEMS (ISO 9001:2015. AS9100D)

The supplier is to provide and maintain a quality program or system in accordance with ISO 9001:2015. AS9100D registration is an acceptable alternative. A copy of the Supplier's Quality Manual is to be submitted to FDI upon request. Any changes to the Quality Manual or registration status to be submitted to FDI within four weeks.

In addition, FDI reserves the right to audit or examine the adequacy of your quality/inspection program. The basis for any audit shall be the contractor's quality/inspection plan and procedures, company quality manual, subcontractor requirements related to product quality, applicable military specifications/standards and the purchase order. In the event that discrepancies are found, corrective action will be required no later than the due date provided by FDI.

QAP 15C

QUALITY SYSTEMS (ISO 9001:2015 Tailored per FDI's requirements)

The supplier is to provide and maintain a quality program or system that complies to ISO 9001: 2015 Tailored per FDI's requirements. A copy of the tailored requirements can be obtained from FDI. ISO 9001:2008 registration is an acceptable alternative until the expiration of the certificate of registration. A copy of the Supplier's Quality Manual is to be submitted to FDI upon request. Any changes to the Quality Manual or registration status to be submitted to FDI within four weeks.

In addition, FDI reserves the right to audit or examine the adequacy of your quality/inspection program. The basis for any audit shall be the contractor's quality/inspection plan and procedures, company quality manual, subcontractor requirements related to product quality, applicable military specifications/standards and the purchase order. In the event that discrepancies are found, corrective action will be required no later than the due date provided by FDI.



QUALITY ASSURANCE PROVISIONS

QAP-15D OTHER QUALITY SYSTEMS

The supplier is to provide and maintain a quality and inspection system capable of producing product that meets specification and/or drawing requirements. The quality and inspection plan includes the procedures for calibration of test and measuring equipment, when applicable.

In addition, FDI reserves the right to audit or examine the adequacy of your quality/inspection program. The basis for any audit shall be the contractor's quality/inspection plan and procedures, company quality manual, subcontractor requirements related to product quality, applicable military specifications/standards and the purchase order. In the event that discrepancies are found, corrective action will be required no later than the due date provided by FDI.

The supplier is to ensure all persons at their facility are aware of:

- Their contribution to product or service conformity;
- Their contribution to product safety;
- The importance of ethical behavior.

QAP-16 CALIBRATION SYSTEM

The Supplier shall provide and maintain a calibration system that complies with one or more of the following Calibration System Requirements standards: ISO/IEC 17025, ISO 10012:2003, NCSL Z540.3 or MIL-STD-45662A. Compliance with the provisions of this clause in no way relieves the Supplier of the final responsibility to furnish acceptable supplies or services as specified herein. This system shall be subject to audit by the buyer's quality representatives. This provision shall be applicable to all inspection, test and measuring equipment supplied by the buyer for the use of the Supplier, as well as the Supplier's own equipment.

QAP-20A LOT NUMBERING

Special Note: Due to lot numbering restrictions, product delivered on this purchase order must be new product. If the supplier has previously run product that meets requirements of this purchase order and they would like to use to fulfill this purchase order, it must be previously approved by Foam Design, INC. prior to shipment.

If a manufacturer's identification symbol has not been previously obtained, or if any clarification is needed, contact FDI buyer. The lot number does not exceed 12 characters in length with no characters being separated by spaces. The minimum number of characters used is 11 (see example below). The following illustrates the construction of a number.

0 8 A 0 1 - 0 1 - 0 2 B
 | | | | \ | |
 (a) (b) (c) (d) (e) (f) (g)

- (a) Year
- (b) Month
- (c) PO line number
- (d) This dash is replaced with an A for First Article lots. (See para. e)
- (e) Lot sequence number (homogenous raw materials)
- (f) Shipment number
- (g) Lot suffix (for reworked lots only).

The various parts of the lot number are explained in the following paragraphs.

- a. Year of production - The last 2 numbers of the year in which manufacture of the lot was initiated. The supplier is responsible for the correct application and placement of the year of production code into the lot number.
- b. Month of production - The month of production is a single alpha code assigned as follows:

A	January	E	May	J	September
B	February	F	June	K	October
C	March	G	July	L	November
D	April	H	August	M	December

NOTE: The letter "I" is not used.

The single alpha code reflects the month of the year in which the manufacture of the lot was initiated. The supplier is responsible for the correct application and placement of the month of production code into the lot number.

QUALITY ASSURANCE PROVISIONS

- c. The PO line number shall be two digits (01=line 1 and 12= line 12)
- d. When first article lots are required by the contract, replace the hyphen between the lot interfix number and the lot sequence number with a capital "A".

Example: 01B01A01-01 (Indicates PO line 1 - first FAT submission)
 01C01A02-02 (Indicates PO line 1 - second FAT submission with second raw material batch)
 01M02A01-01 (Indicates PO line 2 - first FAT submission, etc.)

- e. Lot sequence number - The two-digit lot sequence number identifies a lot according raw material used within each lot. The lot sequence number within each begins with "01" and continues until production is completed or a change is made in the raw material lot. The supplier is responsible for the assignment of sequence number and for making changes as necessary.
- f. Shipment number – Typically, a shipment sequence number changes with each shipment of a lot delivered to the purchaser. Sampling, inspection, acceptance and payment are normally made on the basis of lot sequence numbers. When carrier limitations require separate shipments of a single lot, a single shipment number can be used but individual shipment quantities must be noted on Certificates of Conformance.
- g. Lot suffix letter - The lot suffix, when required, becomes an integral part of the lot number and is applied directly after the sequence number as shown below. Lot suffixes consist of one (1) alpha character and is a capital letter. The suffix is used in identifying lots which are being reworked. The lot suffix is assigned in alphabetical sequence starting with the letter "A". Lots reworked twice are marked with "B". Each subsequent rework is shown by the use of the next letter alphabetically except that letters E, I, O and X are not used in this series.
 Example: Lot 01J06-02-01, original production lot, is rejected. After rework, the lot number becomes 01J06-02-01A.
 The suffix letter becomes an integral part of the lot number.

QAP-20B LOT NUMBERING (MIL-STD-1168)

Special Note: Due to lot numbering restrictions, product delivered on this purchase order must be new product. If the supplier has previously run product that meets requirements of this purchase order and they would like to use to fulfill this purchase order, it must be previously approved by Foam Design, INC. prior to shipment.

The lot numbering system of MIL-STD-1168 applies and the supplier is responsible to assure this specification is followed. If a manufacturer's identification symbol has not been previously obtained, or if any clarification is needed, contact FDI buyer. FDI will assign the initial interfix number to be used unless FDI directs otherwise in the purchase order. The lot number does not exceed 14 characters in length with no characters being separated by spaces. The minimum number of characters used is 13 (see example below). If a one or two-character manufacturer's identification code is used, the remaining positions of the three (3) character field is filled by dashes (-); e.g., A--, AB-, etc. The following illustrates the construction of a number.

A M C 0 1 D 0 0 1 - 0 0 1 B
 (a) (b) (c) (d) (e) (f) (g)

- (a) Manufacturer's identification symbol (assigned by FDI).
- (b) A two-digit numeric code identifying the year that production of lot was started.
- (c) A single alpha code signifying the month that production of lot was started.
- (d) Lot interfix number (assigned by FDI)
- (e) This dash is replaced with an A for First Article lots. (See para. e)
- (f) Lot sequence number
- (g) Ammunition lot suffix (for reworked lots only).

The various parts of the lot number are explained in the following paragraphs.

- h. Manufacturer's identification symbol - Identifies the supplier which manufactured or supplied the item or material.
- i. Year of production - The last 2 numbers of the year in which manufacture of the lot was initiated. The supplier is responsible for the correct application and placement of the year of production code into the lot number.
- j. Month of production - The month of production is a single alpha code assigned as follows:

A	January	E	May	J	September
B	February	F	June	K	October
C	March	G	July	L	November
D	April	H	August	M	December

QUALITY ASSURANCE PROVISIONS

NOTE: The letter "I" is not used.

The single alpha code reflects the month of the year in which the manufacture of the lot was initiated. The supplier is responsible for the correct application and placement of the month of production code into the lot number.

- k. Lot interfix - A number not to exceed 3 digits. The interfix number indicates the basic material, process, drawing and specification. Any change in any of these basic conditions requires a change in the interfix number. Any such change requires authorization by the purchaser. A new interfix number is assigned for material supplied under each new contract even through the basic process, drawing and/or specification have not changed.
- l. When first article lots are required by the contract, replace the hyphen between the lot interfix number and the lot sequence number with a capital "A".

Example: AMC01B001A001 (Indicates interfix 001 - first submission)
AMC01C001A002 (Indicates interfix 001 - second submission)
AMC01M002A001 (Indicates interfix 002 - first submission, etc.)

- m. Lot sequence number - The three-digit lot sequence number identifies a lot according to the sequence of production with each lot interfix number. The lot sequence number within each interfix begins with "001" and continues until production is completed, a change is made in the item or a change in the purchase order is made. The supplier is responsible for the assignment of sequence number and for making changes as necessary.

A sequence number changes with each shipment of a lot delivered to the purchaser. Sampling, inspection, acceptance and payment is normally made on the basis of lot sequence numbers.

- n. Lot suffix number - The lot suffix, when required, becomes an integral part of the lot number and is applied directly after the sequence number as shown below. Lot suffixes consist of one (1) alpha character and is a capital letter. The suffix is used in identifying lots which are being reworked. The lot suffix is assigned in alphabetical sequence starting with the letter "A". Lots reworked twice are marked with "B". Each subsequent rework is shown by the use of the next letter alphabetically except that letters E, I, O and X are not used in this series.

Example: Lot ABC01J006-002, original production lot, is rejected. After rework, the lot number becomes ABC01J006-002A. The suffix letter becomes an integral part of the lot number.

QAP-22

MATERIAL SAFETY DATA SHEETS (MSDS)

The supplier is to provide a copy of the MSDS with initial shipment.

QAP-24

INSPECTION AND TEST RECORDS FOR TEN PIECE SAMPLE

The supplier must provide with the first lot/shipment records that show inspection results of all drawing dimensions including all notes on the drawings. The sample size to be inspected and documented is ten (10). Variable data must be collected and provided when possible. When variable data cannot be obtained, attribute data will be provided. These records are to be traceable to the material shipped.

Inspection records should contain the following minimum requirements:

- Purchase Order Number
- Lot Number (as applicable) and Description of Component Part
- Description of Each Characteristic
- Total Amount in the Lot/Shipment, Amount Inspected/Amount Accepted/Amount Rejected

In addition, **QAP-7 and 16** are applicable.

QAP-25

REWORK AND REPAIR OF NONCONFORMING MATERIAL

1. Reprocess, Rework and Repair are defined as follows:
- Reprocess – Material which is found to be nonconforming and is re-run as-is through the original, standard, documented process to return it to a fully conforming condition. Reprocessed material must be re-inspected with the approved inspection procedure to verify the non-conformity has been eliminated. You are not required to notify or obtain FDI approval for the re-processing of nonconforming material.
 - Rework – The processing of running nonconforming material through a process that is different than that which is applied to virgin material to return it to a fully conforming condition. Reworked material must be re-inspected with the approved inspection procedure to verify the non-conformity has been eliminated. Additional written work instructions are required for rework. Rework procedures must be approved by FDI prior to implementation. Requests for approval of rework procedures must include a description of the cause of non-conformance and a description of actions to

QUALITY ASSURANCE PROVISIONS

prevent recurrence. The rework procedure shall contain a provision for re-inspection of the non-conformance to provide assurance that the non-conformities have been removed. In addition, the re-inspection shall provide for inspection for variation in any feature which may be introduced as a consequence of the restoration method.

- Repair – The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

Note: Many prime contracts do not allow repair. Those contracts that allow repair do so only under a Government Approved Deviation. FDI reserves the right to refuse acceptance of any parts requiring deviation.

2. Rework procedures along with the associated inspection procedures shall be documented by the supplier and submitted to Foam Design. **Rework procedures are required to be approved by both Foam Design and the Government Quality Assurance Representative (QAR) prior to implementation.**
3. Whenever the supplier submits a rework procedure for Foam Design and Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
4. The rework procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide Foam Design and the Government assurance that the reworked items have met reprocessing requirements.
5. **REPAIR OF NONCONFORMING MATERIAL IS NOT ALLOWED.**

QAP-26

SPECIAL PROCESSES CONFORMANCE

Supplier and/or any sub-tier supplier engaged in special process (e.g. soldering, x-ray, welding, magnetic particle and penetrant inspection, heat treating, plating, chem film or surface treatment) may have the special processes audited by FDI.

Any sub-tier supplier performing special processes or special tests must be qualified. Written documentation establishing the basis for your selection(s) must be furnished to FDI for approval. FDI reserves the right to disapprove the basis for supplier selection. You must maintain objective evidence, subject to FDI review that:

- The special process was performed by a qualified source.
- The special processes were performed in accordance with the requirements of the applicable specification.

You must furnish copies of this objective evidence upon request.



QUALITY ASSURANCE PROVISIONS

QAP-28A

CRITICAL CHARACTERISTICS CLAUSE (7 MAY 2001)

a. The supplier's processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

b. The supplier shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

c. An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

d. Previous Practices/Special Characteristics. As a result of previous practices, the government's technical data may refer to "Critical" (not annotated with I or II) and "Special" characteristics. Characteristics classified as "Critical" (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as "Special" shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

e. Supplier Identified Critical Characteristics List. Not including critical characteristics defined in the government's technical data (drawings, specifications, etc.), the supplier shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the supplier shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The supplier's additional critical characteristics shall be classified as "Critical (I)" or "Critical (II)", and shall be reviewed and approved by Foam Design prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance: A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformance or procedural errors:

- (1) result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.

f. In the event that a Critical level (I) nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
- (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly is immediately stopped.
- (3) Foam Design is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
- (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to Foam Design (DI-SAFT-80970A).
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to Foam Design (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization



QUALITY ASSURANCE PROVISIONS

from Foam Design Purchasing. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material found to be nonconforming shall not be used without Foam Design approval.

g. The supplier may develop alternative plans and provisions relative to Foam Design or Supplier identified Critical level (II) characteristics. The provisions shall be submitted to Foam Design for advanced approval and shall address the following:

- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The supplier can resume production with specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (II) Critical nonconformances.

h. If a critical nonconformance is discovered during further processing or loading, the original supplier or manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

i. The Foam Design Supplier Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of Clause)
QAP-28B

CRITICAL CHARACTERISTICS CLAUSE (FEB 2004)

(a) The supplier's processes shall be designed to prevent the creation or occurrence of critical nonconformance. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The supplier shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the government's technical data may refer to "Critical" (not annotated with I or II) and "Special" characteristics. Characteristics classified as "Critical" (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformance. Unless otherwise stated in Section C, characteristics classified as "Special" shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformance.

(e) Supplier Identified Critical Characteristics List. Not including critical characteristics defined in the government's technical data (drawings, specifications, etc.), the supplier shall identify and document all material, component, subassembly and assembly characteristics whose nonconformance may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the supplier shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The supplier's additional critical characteristics shall be classified as "Critical (I)" or "Critical (II)", and shall be reviewed and approved Foam Design prior to manufacturing. The following definitions are provided.

Level I critical nonconformance.

A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item. The following (as a minimum) are classified as Level I critical nonconformance:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fusing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.



QUALITY ASSURANCE PROVISIONS

QAP-29

Quality Records

It is the FDI expectation that the supplier will retain all applicable quality records, that are reflective of the quality/integrity of the product (i.e., inspection records, test records, etc.) in the event of a request for review by FDI.

It is the FDI expectation that the supplier will:

- A) Have records that are legible with specific lot traceability, date, and other necessary specific information;
- B) Have records that are recoverable and can be provided to FDI within 24 hours, if necessary;
- C) Insure applicable records are retained for a minimum of 10 years.

Level II critical nonconformance.

A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformance or procedural errors:

- (1) Result in a hazardous or unsafe condition for individuals using, maintaining or depending upon the product, or
- (2) Prevent performance of the tactical function of a major end item.

(f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:

(1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.

(2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.

(3) Foam Design is immediately notified of the critical nonconformance (telephonically and electronic mail

(4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

(5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to Foam Design.

(6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to Foam Design. Restart of production shall not occur until the investigations are complete or upon authorization from Foam Design Purchasing. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect material found to be nonconforming shall not be used without Foam Design approval.

(g) The supplier may develop alternative plans and provisions relative to Foam Design or Supplier identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to Foam Design for advanced approval and shall address the following:

(1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.

(2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.

(3) Means of tracking nonconformance rate, investigative results and corrective actions taken.

(4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate.

The supplier can resume production without specific Foam Design approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformance and Critical (II) characteristics and level (II) Critical nonconformance.

(h) If a critical nonconformance is discovered during further processing or loading, the original supplier or manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.

(i) Foam Design Supplier Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.



QUALITY ASSURANCE PROVISIONS

QAP-30

PREVENTION OF COUNTERFEIT PARTS

It is the expectation of Foam Design (FDI) that the supplier will provide Foam Design with product that is acceptable **without any concern of being counterfeit.**

Foam Design has defined **counterfeit product** as "an unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer."

Foam Design will consider a part to be **counterfeit** in **cases of false identification of marking or labeling, grade, serial number, date code, documentation, performance characteristics, changed supplier/process, or any other type of misrepresentation** considered unacceptable by Foam Design Purchasing and/or Quality.

Acceptance of Foam Design purchase order, in conjunction with Foam Design QAP-30, is considered confirmation that the relevant order is free of counterfeit parts.

In the event counterfeit parts are detected and/or considered suspect, the below will be eligible for implementation with consultation to the supplier:

- 1) In the event of suspect counterfeit product, dependent on the circumstances, after consultation with the supplier, FDI will have the necessary testing/evaluation performed at the cost of the supplier. If the product is found to be a non-issue, Foam Design will share responsibility of the testing at a level to be determined by Foam Design management. The responsible supplier will be immediately notified after confirmation with further actions to be determined by FDI management.
- 2) Suspect product having less egregious conditions listed in the previous set of conditions (lot number false identification, etc.) will be subject to rejection, return to the supplier, and corrective action.

In cases of deliberate intent, any necessary remedies will be utilized to protect Foam Design and/or their customer base from processing of counterfeit product.

QAP-99

Defense Priorities and Allocations System (DPAS)

Under Title I of the Defense Production Act of 1950, as amended (DPA), the President is authorized to require preferential acceptance and performance of contracts or orders supporting certain approved national defense and energy programs, and to



QUALITY ASSURANCE PROVISIONS

allocate materials, services, and facilities in such a manner as to promote these approved programs. The Department of Commerce is delegated authority to implement these priorities and allocations provisions for industrial resources. The Bureau of Industry and Security's Office of Strategic Industries and Economic Security (SIES) administers this authority through the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700). The purpose of the DPAS is to ensure the timely availability of industrial resources to meet current national defense and emergency preparedness program requirements. Proper use of DPAS ratings is mandatory and flows down from prime contracts to suppliers via POs, generated by the purchasing system.

Suppliers must accept and fill rated POs for items that they normally supply and are required to provide their acceptance either in writing or electronically within 15 working days for a DO rated order or 10 working days for a DX rated order. The Purchase Acknowledgment page at the end of all FDI Purchase Orders explains this requirement to the supplier. The existence of previously accepted unrated or lower rated POs are not sufficient reasons for rejecting a rated PO. Suppliers must reschedule unrated POs if they conflict with performance against a rated PO. Similarly, DO rated POs must be rescheduled if they conflict with a DX rated PO. POs of the same priority and required delivery date are worked in the order that they are received.

(End of clause)