



**CENTURY FASTENERS CORP.**

01000-QA-T&C-1

Rev 10

## Century Fasteners Corp. General Quality Clause

TABLE OF CONTENTS	PAGE
<a href="#">SCOPE</a>	2
<a href="#">ORDER OF PRECEDENCE</a>	2
<a href="#">SUPPLIER ORGANIZATIONS</a>	3
<a href="#">MANAGEMENT SYSTEM REQUIREMENTS</a>	3
<a href="#">COMMUNICATIONS</a>	4
<a href="#">DOCUMENTATION</a>	4
<a href="#">DOCUMENT RETENTION</a>	5
<a href="#">ACCEPTABLE SIGNATURES – CERTIFICATION DOCUMENTS</a>	5
<a href="#">RIGHT OF ACCESS</a>	5
<a href="#">WORK TRANSFERS</a>	5
<a href="#">FLIGHT SAFETY / MISSION CRITICAL</a>	5
<a href="#">ADVANCED PRODUCT QUALITY PLANNING (APQP), PRODUCTION PART APPROVAL PROCESS (PPAP), FAILURE MODE EFFECTS ANALYSIS (FMEA)</a>	6
<a href="#">FOREIGN OBJECT DEBRIS / DAMAGE</a>	6
<a href="#">FRAUDULENT, COUNTERFEIT, SUSPECT COUNTERFEIT PRODUCTS</a>	6
<a href="#">CORRECTIVE ACTION</a>	9
<a href="#">CONTROL OF NON-CONFORMING PRODUCT</a>	10
<a href="#">MATERIAL</a>	10
<a href="#">PACKAGING</a>	10
<a href="#">MATERIAL/ENVIRONMENTAL COMPLIANCE</a>	10
<a href="#">PRODUCT/PROCESS VALIDATIONS or ACCEPTANCE</a>	11
<a href="#">MEASURING and TEST EQUIPMENT</a>	11
<a href="#">OPERATORS, TECHNICIANS, INSPECTORS (OTI) and OTHER PERSONNEL</a>	11
<a href="#">SAMPLING INSPECTION</a>	12
<a href="#">NEW PRODUCT INTRODUCTION REQUIRMENTS</a>	12
<a href="#">SPECIAL PROCESSES</a>	12
<a href="#">SOFTWARE CONTROL</a>	12
<a href="#">PASS-THRU INFORMATION – REQUIREMENTS FLOWDOWN</a>	13

# CFC GENERAL QUALITY CLAUSE 1

## GENERAL REQUIREMENTS – APPLICABLE TO ALL SUPPLIERS AND THEIR APPLICABLE SUPPLY CHAINS

### SCOPE

This document is provided for the sole purpose of providing Century Fasteners Corp (CFC) suppliers clear and concise quality management system requirements that meet the needs of CFC, its customers and/or its regulators. This document is complimentary to the CFC Terms and Conditions and any other associated documents that may be flowed down via Purchase Order or other Customer defined agreement.

CFC Customer requirements may be invoked via Purchase Order flow-down and those requirements may override requirements stipulated within this document.

The requirements of this document apply to all suppliers that furnish product, material, processes, or product related services to CFC as a contractual requirement regardless of Supplier's industry, regulatory accreditation, or certification status, and each Supplier is responsible for ensuring that all of its supply chain organizations working to any CFC product or service comply with the requirements set forth within this document.

All suppliers shall comply with the General Quality Clauses and any specific Quality Clauses called out on the CFC Purchase Order.

### ORDER OF PRECEDENCE:

The Order of Precedence for all CFC Purchase Orders and associated documents are:

1. The Purchase Order and all related specifications/customer requirements called for on the Purchase Order
2. Terms and Conditions
3. CFC Supplier Quality System Requirements

It is the responsibility of the supplier to obtain any and all referenced documents called for within this manual or that of any document referenced in the Purchase Order. All requirements shall be adhered to as stipulated within these documents based upon the revision in place at the time of the order placement and acknowledgement.

## CFC GENERAL QUALITY CLAUSE 1

### SUPPLIER ORGANIZATIONS:

CFC's business operations may contract with various types of organizations. These types of organizations are qualified as follows:

1. **Build To Print (BTP)** – These organizations do not have design authority and are required to work to the specified requirements as may be flowed down by customer drawings, customer specifications and/or industry standards. BTP suppliers do not have authority for Material Review Board approvals nor design changes of any kind. Process changes may be in accordance with Customer Defined requirements, such as any Frozen processes that may be determined based on life critical, mission critical products as defined by the CFC customer.
2. **Design Authority (DA)** – These organizations own product design authority of the products CFC may procure from them or order from them. DA supplier's may be restricted on certain procurements as may be directed by CFC Customer requirements for such things as Class 1 or Class 2 Engineering changes, manufacturing process changes, and directed source supplier requirements.
3. **Industry Standard Parts Manufacturer (ISPM)** – These suppliers are manufacturers of parts for which the design, manufacturing, inspection data, and marking requirements required to demonstrate conformity of their product are in the public domain and are published and/or established as part of an officially recognized standard, for example:
  - a. AN (Air Force-Navy Aeronautical Standard),
  - b. AS (Aerospace Standard),
  - c. MS (Military Standard),
  - d. NAS (National Aerospace Standard).
4. **Special Process Suppliers** – These suppliers provide special processes for various CFC ordered parts and/or components, such as Plating, Painting, Heat Treating, Anodizing, etc.
5. **Distributor/Warehousing Suppliers** – Distributors/Warehousing suppliers are suppliers who carrying out the purchase, storage, splitting, and sale of products. These suppliers do not transform, assemble, or otherwise modify any purchased product.
6. **Raw Materials Suppliers** - Raw Material suppliers manufacture materials that conform to established industry or national authority-published specifications, such as Aerospace Material Specifications (AMS) standards. In most cases, CFC's requirements will be certifications for the procurements of the raw materials, test certifications, countries of melt, etc.
7. **Testing and/or Calibration Suppliers** – Testing suppliers are suppliers that provide testing services for chemical analysis, metallurgical testing, electrical testing, etc. Calibration Suppliers are those suppliers that provide calibration services for Measuring & Test Equipment (M&TE) for inspection and validation needs.

### MANAGEMENT SYSTEM REQUIREMENTS

Suppliers shall have a documented and defined management system to control its processes and its product/service quality. Depending on CFC Customer requirements, suppliers may need to be accredited to a registered Certification Body such as an AS9100, AS9120, AS9115 certification, ISO 9001-2105, IATF-16949-2016, cGMP, Nadcap AC7004, etc. The seller shall notify the CFC buyer of any changes to the QMS, i.e. changes in certification status, facility, relocation, Quality Manager, etc.

Depending on specific CFC Customer contract, suppliers' Sub-Tiers may well need to be qualified to a specific type certification body as well. All suppliers' sub-tiers shall have a documented and defined management system to control their processes and their product/service quality.

## CFC GENERAL QUALITY CLAUSE 1

### COMMUNICATIONS:

All communications shall be thru the CFC Buyer for Purchase Order/Contract Requirements. Supplier identified suspect and/or non-conforming products concerns shall be thru the CFC Buyer who will contact the Supplier Quality Engineer (SQE). Communications for ALL quality concerns shall include the buyer and the SQE.

All CFC Corrective Actions shall be administered through QT9 QMS, CFC's QMS software suite. Supplier surveys, when requested, will be completed in QT9 QMS as well.

Under no circumstances are verbal agreements permitted and any agreements agreed to verbally shall be converted to documented text, such as e-mail or written documentation.

**NOTE:** Unless Otherwise Specified by CFC Customer requirements, some forms of communication may be required to be completed on CFC Customer forms as well.

For AS91## series approved suppliers, permissions to access the OASIS data base for registration audit reviews and other applicable information contained therein, shall be granted to the CFC Supplier Quality Engineer and to CFC Corporate Quality Assurance personnel upon request.

CFC Quality Assurance may provide supplier performance feedback to the OASIS data base such as frequent or significant quality escapes, audit findings, corrective action effectiveness.

Any changes to a supplier's Quality Management System shall be communicated to the applicable CFC Buyer within 48 hours. Changes include, but not limited to, are as follows:

- A change in design characteristics affecting fit, form, or function of the part.
- A change in manufacturing source(s), process(es), inspection method(s), location of manufacture, tooling, or
- A change in materials that can potentially affect fit, form, or function.
- A change in numerical control program or translation to another media that can potentially affect fit, form, or function.
- A natural or man-made event, which may adversely affect the manufacturing process.
- An implementation of corrective action required to complete a previous FAI.  
A lapse in production for two years shall require an update for any characteristics that may be impacted by the inactivity. This lapse is from the completion of last production operation to the actual restart of production.

All communications shall be in the English Language. For suppliers that have written documentation in their native language, should any conflicts arise between the native language document and the English language document, the English language document shall take precedence.

### DOCUMENTATION

All documentation shall remain legible and preserved to ensure the information remains legible for the length of time specified for long term storage. Suppliers shall ensure, with electronic documents, that when storage media formats change, the retained information remains retrievable and intact. All document changes shall be recorded and either revision controlled and/or dated to ensure integrity of information prior to the change and after the change. All changes shall be approved by an appropriate authority level within the organization signified by signature, stamp, computer tracking (electronic signature) and shall be permanent in nature. Paper documents shall be signed in indelible ink, black or

## **CFC GENERAL QUALITY CLAUSE 1**

blue ink preferred. Incorrect information shall be single lined crossed out and shall remain legible and readable. No erasures, white-out, scribble out, cuts out, etc. are permitted. Corrections to forms shall have the incorrect information one-lined and the correct information inputted. A date, signature and/or initials shall be included with any marked changes to any/all documents.

### **DOCUMENT RETENTION**

Unless otherwise specified by CFC Customer Contract, all documents shall be securely stored for 10 years beyond the date of the last Purchase Order received and processed. After the minimum retention period is achieved, the supplier must return or destroy any related records.

### **ACCEPTABLE SIGNATURE(S) – CERTIFICATION DOCUMENTS**

Unless otherwise specified by CFC Customer requirements, only actual signatures rendered in ink by the signing official, a facsimile of an actual signature such as rubber stamp, or a machine or computer graphics generated facsimile signature, will be acceptable to the Buyer and Buyers customer.

The use of a quality or inspection stamp in lieu of a signature, providing that such stamp(s) identify the Seller's authorized individual to whom the stamp is assigned, and that the issue, use and control of such stamp(s) are governed by a documented procedure(s).

For computer generated certifications, Seller shall establish a documented system for control of certifications that do not bear original signatures or where names(s) of authorizing official(s) are computer generated.

### **RIGHT OF ACCESS:**

All suppliers and their sub-tiers shall allow access to approved CFC personnel, CFC's customers and any local/state/federal regulatory agencies which access shall be for all quality system documentation, quality records, product validation and quality system audits/product audits as may be necessitated for qualification purposes, conformity to requirements, corrective action investigations and/or customer, regulatory inquiry.

### **WORK TRANSFERS:**

CFC shall be notified of any planned Work Transfers for contracted products/materials PRIOR to the transfer taking place. Suppliers shall ensure within their Work Transfer process that adequate controls (Milestones and Objectives of each Milestone) are established to ensure a smooth transition and that sufficient buffer stock is in place PRIOR to the transfer work being undertaken to ensure uninterrupted supply of product.

### **FLIGHT SAFETY/MISSION CRITICAL**

Some of CFC's Customers will have Flight Safety, Mission Critical, Life Critical products being procured thru CFC and these requirements will be called out thru CFC Customer requirements. Suppliers shall ensure when these requirements are called out on any given Purchase Order, the customer requirements shall be flowed down into process instructions where applicable and will be flowed down to sub-tiers where applicable in accordance with the specific customer requirements.

## CFC GENERAL QUALITY CLAUSE 1

### ADVANCED PRODUCT QUALITY PLANNING (APQP), PRODUCTION PART APPROVAL PROCESS (PPAP), FAILURE MODE EFFECTS ANALYSIS (FMEA)

To reduce variation and quality escapes from a supplier's facility to CFC and/or CFC's customers, APQP, PPAP and FMEA process controls shall be incorporated. When contractually flowed down from a CFC Customer, suppliers shall meet the Customer requirements as stipulated within their requirements, whereas special forms may need to be utilized and records provided with shipments. For CFC only, records shall be available upon request. Unless otherwise specified by customer contract, AS9145 Requirements for Advanced Product Quality Planning and Production Part Approval Process is a recommended process.

### FOREIGN OBJECT DEBRIS / DAMAGE

A FOREIGN OBJECT DEBRIS / DAMAGE PREVENTION program shall be established at appropriate locations and areas within a supplier's facility to ensure the prevention of Foreign Object Damage that may be caused by uncontrolled Foreign Object Debris. These programs and requirements shall be in accordance with [AS9146 Foreign Object Damage \(FOD\) Prevention Program](#) - Requirements for Aviation, Space, and Defense (AS&D) Organizations for AS&D customers. For other customers, or customers unknown on the Purchase Order, suppliers shall have a FOD program in place that meets the intent of AS9146.

### FRAUDULENT, COUNTERFEIT, SUSPECT COUNTERFEIT PRODUCTS

Unless otherwise specified by CFC Customer Contract Purchase Orders, suppliers shall implement a Fraudulent, Counterfeit, Suspect Counterfeit prevention program to prevent the risk of introducing counterfeit parts, including electronic and non-electronic parts and materials. The counterfeit prevention program must include: identification, mitigation, detection, and avoidance techniques, and reporting of suspected or confirmed counterfeit parts, assemblies, and/or materials. Supplier's counterfeit prevention program must include training for the detection and prevention of counterfeit parts. Guidance on counterfeit prevention can also be found in the following documents:

- a) AS5553 Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition.
- b) AS6081 Counterfeit Avoidance Standard
- c) AS6174 Assuring Acquisition of Authentic and Conforming Material
- d) IDEA-STD-1010 Acceptability of Electronic Components Distributed in the Open Market

Supplier will abide by the following requirements of AS6174, *Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material* when AS6174 is imposed on contract as a requirement.

Supplier will have a Material Authenticity Assurance Plan (MAAP) in accordance with AS6174 and provide it to CFC upon request at no cost to CFC.

### **CONTRACTS ISSUED TO MATERIAL PROVIDERS**

#### Guarantee of Materiel Source(s)

The seller shall ensure that only new and authentic materials are used in materiel delivered to CFC. The Seller may only purchase material directly from original manufacturers, manufacturer franchised distributors, or authorized aftermarket manufacturers. Use of materiel that was not provided by these sources is not authorized unless first approved in writing by CFC. The seller must present compelling support for its request (e.g., original manufacturer documentation that authenticates traceability of the materiel to the original manufacturer), and include in its request all actions to

## **CFC GENERAL QUALITY CLAUSE 1**

ensure the materiel thus procured is authentic and conforming.

### Supply Chain Traceability

The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of all material being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the materiel for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.

### Certificate of Conformance and Traceability (U.S. Department of Defense Contracts)

This requirement is applicable to all contracts for Qualified Products List (QPL) or Qualified Manufacturers List (QML)- controlled materiel. This requirement applies regardless of the point of inspection designated in the contract award. This requirement applies both to contracts awarded directly to a manufacturer listed on the applicable QPL/QML and to suppliers (e.g., distributors) not listed as approved manufacturers on the applicable QPL/QML.

The materiel supplied must be in strict conformance to the requirements set forth and/or referenced in the item description, including applicable revisions and slash sheets. To ensure this conformance, the contractor must provide a Certificate of Conformance and Traceability (CoC/T) with the information and documentation required by the applicable specification. This documentation must reference the contract number and include a certification signed by the approved QPL/QML manufacturer. In addition, if the materiel is not procured directly from the approved manufacturer, all additional documentation required by the specification must be provided to establish traceability from the QPL/QML manufacturer through delivery to the Government. The CoC/T is required to determine acceptability of the supplies. If the CoC/T is not provided, is incomplete or otherwise unacceptable, the supplies will be determined not to meet contract requirements and will be rejected.

If the contract requires inspection and acceptance at origin, the contractor shall furnish the original and two copies of the CoC/T to the Government Quality Assurance Representative (QAR) with the items offered for acceptance. The CoC/T must clearly reference the applicable contract number. The contractor shall submit one signed copy to the contracting officer. The second copy shall be retained by the QAR. The original shall be maintained by the contractor.

If the contract requires inspection and acceptance at destination, the contractor shall mail one copy of the CoC/T to the contracting officer upon shipment/delivery. The CoC/T must clearly reference the applicable contract number.

## **CONTRACTS ISSUED TO INDEPENDENT DISTRIBUTORS**

### Test and Inspection Requirements

The seller shall establish and implement test and inspection activities necessary to assure the authenticity and conformance of purchased materiel, including:

- Traceability and documentation verification;
- Visual examination;
- Tests and inspections [see Appendix E of this standard for examples and descriptions of test and inspection activities].

## CFC GENERAL QUALITY CLAUSE 1

Tests and inspections shall be performed in accordance with clearly delineated accept/reject criteria provided or approved by CFC. The seller shall prepare and provide to the CFC records evidencing tests and inspections performed and conformance of the materiel to specified acceptance criteria. Tests and inspections should be performed by persons that have been trained and qualified concerning detection of the types and means of counterfeiting and how to conduct effective product authentication.

### Supply Chain Traceability

The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of the materiel being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the materiel for the seller and shall include the manufacturer's commodity or item level identification for the item(s) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications.

### Certificate of Conformance

The seller shall approve, retain, and provide copies of Certificates of Conformance (CoC). Manufacturer CoCs shall meet the requirements in CFC's CoC T&C:  
<https://www.centuryfasteners.com/wp-content/uploads/2021/10/01000-SQ-TC-4.pdf>.

### Certificate of Authenticity

The seller shall approve, retain, and provide copies of Certificates of Authenticity (CoA). Manufacturer CoAs shall, at minimum, include the following:

- a. Contract Number
- b. Manufacturer name and address;
- c. Manufacturer and/or buyer's part number and dash number, group number, or similar;
- d. Item Nomenclature, Quantity, Unit of Measure;
- e. Actual Manufacturer CAGE Code, Design Control Activity CAGE Code

### Quality Management System

The seller shall have a quality management system that complies with AS9120, Quality Management Systems - Aerospace - Requirements for Stocklist Distributors. Independent certification/registration is not required unless specified by buyer.

Organizations that obtain certification/registration to AS9120 and subsequently change certification/registration bodies (CRB), lose registration status, or are put on notice of losing registration status, shall notify the buyer's procuring organization(s) within three days of receiving such notice from its CRB.

### Product Impoundment and Financial Responsibility

If suspect/counterfeit material is furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the CFC and the seller may be liable for all costs relating to impoundment, removal, and replacement. CFC may turn such items over to Authority Having Jurisdiction for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation. Any known instances of



## CFC GENERAL QUALITY CLAUSE 1

fraud or attempted fraud shall be documented in writing to CFC.

### Penalties Associated with Fraud

This purchase order and activities hereunder may be within the jurisdiction of the government. Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable legal statutes.

Seller employees engaged in the performance of work under this purchase order shall be informed in writing prior to performance of work that there is a risk of criminal penalties associated with any falsification, concealment, or misrepresentation in connection with work performed under this purchase order, pursuant to a reasonable counterfeit parts rejection program.

Seller shall include the following statement preprinted on each Certificate of Conformance initiated by the seller and provided to the buyer in conjunction with this purchase order:

NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a crime under governmental statute.

Seller shall include all provisions of the above requirements, including this sentence, in all lower tier contracts under this order. Any inability or unwillingness of a lower-tier supplier to comply with this provision should be documented in writing and submitted to CFC.

### CORRECTIVE ACTION

Suppliers shall have a documented and controlled Corrective Action System and process that includes a root cause corrective action process, such as [ARP 9136 Aerospace Series - Root Cause Analysis and Problem Solving \(9S Methodology\)](#) or [SAE AS13000 Problem Solving Requirements for Suppliers](#). CFC Supplier Corrective Action Reports (SCAR) shall be completed in CFC's Quality Management Software, QT9 QMS. Suppliers will receive their login and password upon issuance of a SCAR. Since CFC deals with many small parts items, not all defects will be pursued with a formal Corrective Action, however, CFC does trend supplier performance and if trending points to a systemic problem, suppliers may be issued a SCAR that spans over multiple of deliveries. These corrective actions shall require a Management System Review of how CFC received multiple like-kind deficiencies over a period of time.

CFC Customers may require a Corrective Action be completed for them using their forms/tools. The supplier will be issued both the CFC Corrective Action and provided the customer forms. Both QT9 QMS and the Customer forms shall be completed as requested.

Suppliers shall provide a timely Corrective Action response once notified of issuance of Supplier Corrective Action Request. CFC Supplier Corrective Action Requests are assigned three levels of prioritization: High, Medium, and Low. High prioritization SCARs must be addressed by Supplier within 8 business days, Medium prioritization SCARs must be addressed by Supplier within 15 business days, and Low prioritization SCARs must be addressed by Supplier within 21 business days. Addressment of SCARs by Supplier includes actions, but not limited to, containment, correction, Root Cause Analysis, and actions to prevent recurrence. Supplier addressment of SCARs is mandatory within the specified time allotted for the respective SCAR level prioritization, however, the actions themselves may remain open and Supplier implementation of actions can be set past the respective allotted time. Upon receipt of Supplier SCAR response and addressment CFC will determine a future date for verification for SCAR response and

## CFC GENERAL QUALITY CLAUSE 1

actions.

Supplier issued Corrective Actions will not affect Supplier Scorecards or status on CFC's Approved Vendor's List. However, if supplier is issued a Corrective Action and is unresponsive or unable to develop actions to address the root cause of the Corrective Action effectively and efficiently, CFC will take the necessary steps to mitigate and prevent any further non-conformances or non-compliances which can include placing Supplier on probation or the removal of Supplier from CFC Approved Vendor's list.

**UNAUTHORIZED REPAIRS** – A supplier shall not perform any repairs by welding, brazing, soldering, plugging, bushing, or use of paints, peening, adhesives or plating, or any other repair method, on products damaged or found to be discrepant during fabrication or processing, or on defects in castings or forgings, unless such repairs are specifically authorized by the CFC Buyer and/or the CFC Customer. Authorizations shall be in writing.

### CONTROL OF NON-CONFORMING PRODUCT

When a supplier or their sub-tiers identifies a non-conformity in product that may have been shipped or released, notification to CFC shall be made within 24 hours of discovery and that notification shall include a containment plan for identification, collection of or isolation of the suspect non-conforming or nonconforming product(s) pending disposition of returning product to the supplier or scrapping the product at its' location at the time of notification.

### MATERIAL

Unless otherwise specified via Purchase Order flow-down or CFC Customer flow-down, suppliers shall have a process in place to ensure product material is traceable to its' source and proper documentation is provided to support the traceability of product materials. Suppliers shall notify CFC of any unapproved source as may be specified via Purchase Order or CFC Customer approved source lists prior to shipment of any non-approved sourced material.

The use of any and all Chinese forgings is prohibited within material supplied to Century Fasteners Corporation. The only exception to allow Chinese forgings on a Century Fastener's Corp. Purchase Order must be flow down via a Quality Clause from Century Fastener's Corporate Purchasing to seller and such Quality Clause must be stated on the Purchase Order.

### PACKAGING

Unless otherwise specified within the PO or stipulated by a Quality Clause, all product(s) shall be preserved and protected against environmental induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, handling and shipping of product.

USE OF NEWSPAPER FOR PACKAGING - Due to the acid nature of ink, the use of newspapers for packaging product(s) is prohibited.

### MATERIAL/ENVIRONMENTAL COMPLIANCE

The Dodd-Frank Wall Street Reform and Consumer Protection Act require publicly-traded companies to report annually on the source and chain of custody of conflict minerals in products manufactured by the company. Century Fasteners Corp is committed to working with our customers ensuring compliance with the SEC's conflict minerals rule. Suppliers shall incorporate a Conflict Minerals policy/procedures to

## CFC GENERAL QUALITY CLAUSE 1

ensure due diligence in reporting and ensuring appropriate controls of source materials are in place in accordance with the regulation.

Supplier shall comply with all environmental product requirements set forth in the PO, drawings, and specifications. Supplier shall ensure that non-compliant REACH, RoHS, and/or California proposition 65 substances are not present in any products on PO. Supplier shall provide required environmental certifications with each shipment as applicable. Products supplied to Century Fasteners must be REACH, RoHS, and/or California proposition 65 compliant to latest revision of RoHS/REACH/Prop 65 compliance at time of PO placement.

To view all Environmental compliance requirements please see links below.

<https://www.sec.gov/info/smallbus/secg/conflict-minerals-disclosure-small-entity-compliance-guide.htm>

[https://environment.ec.europa.eu/topics/waste-and-recycling/rohs-directive\\_en](https://environment.ec.europa.eu/topics/waste-and-recycling/rohs-directive_en)

[https://environment.ec.europa.eu/topics/chemicals/reach-regulation\\_en](https://environment.ec.europa.eu/topics/chemicals/reach-regulation_en)

<https://oehha.ca.gov/proposition-65>

### PRODUCT/PROCESS VALIDATIONS or ACCEPTANCE

Suppliers and their sub-tiers providing product to CFC shall ensure all product acceptance documentation, markings, stamps, approvals are provided with every shipment, inclusive of Part Numbers, traceable Lot Numbers and/or Serial Numbers.

### MEASURING and TEST EQUIPMENT

Suppliers shall have a Measuring and Test Equipment program that meets anyone of the following standards for their control of M&TE: [ISO 10012](#), [ISO 17025](#), or [ANSI/NCSL Z540.3](#).

**NOTE:** ANSI/NCSL z540.3 provides a handbook for interpretation purposes of the requirements of implementing ANSI/NCSL z540.3

For any M&TE found significantly out of tolerance (SOT), equal to or greater than 25% of the product tolerance, suppliers shall investigate the extent of product that could have been validated and approved by that particular M&TE and contain suspect material until proven acceptable by another means of inspection. Notify CFC no later than 24 hours of discovery for any product identified as shipped that may have been accepted off of the SOT M&TE.

Unless otherwise specified by CFC Customer contract, suppliers shall select M&TE with a minimum accuracy ratio of 4 : 1 product tolerance to equipment tolerance.

### OPERATORS, TECHNICIANS, INSPECTORS (OTI) and OTHER PERSONNEL

Suppliers shall ensure that, where applicable, OTI's have visual acuity testing and color vision testing (1 Time for Color) at minimum, annually, by a medically qualified or trained person and meet a near vision requirement, corrected or uncorrected, of Snellen 14/18, (20/25), Jaeger 2 at 14 inches, or Ortho-Rater 8, unless otherwise specified by CFC Customer Contract. Records shall be retained for each individual.

Suppliers shall ensure personnel are trained, competent and capable to perform their tasks within their scope of work and when assigned to new roles or functions, adequate training is provided to ensure competency at the new task level. Records shall be maintained.

Suppliers shall ensure all personnel are aware of:

## CFC GENERAL QUALITY CLAUSE 1

- a. relevant quality management system documented information and changes thereto;
- b. their contribution to product or service conformity;
- c. their contribution to product safety;
- d. the importance of ethical behavior

### SAMPLING INSPECTION

Suppliers shall ensure that sampling inspection, when used, shall be compliant to industry accepted standards, unless otherwise specified by CFC Customer Contract. When notified of defective product from CFC, suppliers who are sampling CFC Product, shall increase the sample size a minimum of 2 times the sample size for 3 consecutive lots with no rejections prior to returning to normal sampling inspection lots. Inspection records shall be maintained retained for a minimum of 50 years.

### NEW PRODUCT INTRODUCTION REQUIRMENTS

Suppliers shall furnish proof of 100% inspection of batch/lot if batch/lot is a new product for this supplier/manufacturer. This requirement shall stay in effect until proven capability of the manufacturing process is achieved. Achievement of proven capability is evidenced by achieving a rejection rate acceptable by ANSI Z1.4. Once achieved, supplier is permitted to sample inspect to quantities specified in ANSI Z1.4, but, is not allowed to ship lots that experience any rejections until all product in the lot have been verified to not contain nonconforming products.

### SPECIAL PROCESSES

Special processes are considered as: Coatings, such as plating, painting, etc.; Chemical Processing, Welding (not typical for CFC products), Heat Treating, Testing Laboratories, Unconventional Machining/Surface Finishing, etc. Suppliers who are not industry accredited themselves shall utilize outside sources for these type processes that are qualified to Nadcap, the International Laboratory Accreditation Cooperation (ILAC), or controlled:

For processes where the resulting output cannot be verified by subsequent monitoring or measurement, the organization shall establish arrangements for these processes including, as applicable:

- a. definition of criteria for the review and approval of the processes;
- b. determination of conditions to maintain the approval;
- c. approval of facilities and equipment;
- d. qualification of persons;
- e. use of specific methods and procedures for implementation and monitoring the processes;
- f. requirements for documented information to be retained.

Records of special processes shall be provided to CFC upon request.

### SOFTWARE CONTROL

Suppliers shall have a Software Control process defined and controlled to ensure that Manufacturing, Test, Inspection and Support software's are validated via an alternate method to ensure repeatability and accuracy. Operators, Technicians, Inspectors shall only have access to the latest validated revision. If machine/inspection programs are based on Excel style type spreadsheets, validation of inputs/outputs

## **CFC GENERAL QUALITY CLAUSE 1**

shall be recorded, typically in inspection results. These validations may be achieved at the First Article Stage. Revision status changes shall be recorded, Delta First Articles conducted accordingly.

### **PASS-THRU INFORMATION – REQUIREMENTS FLOWDOWN**

Suppliers shall flow down to all applicable sub-tier suppliers, CFC requirements and any CFC Customer specific requirements for products/processes they themselves either procure and/or have produced to meet the CFC Purchase Order requirements.