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## MWI-114 DOING BUSINESS WITH TIMBERCON, INC.

This document contains standards expected by Timbercon of its suppliers.

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Supplier is responsible to review all Terms and Conditions and Quality System Requirements on this form, Doing Business with Timbercon and Timbercon terms & conditions (doc# P102) which can found at the internet address referenced at the bottom of every Timbercon Purchase order. Or go to <http://www.timbercon.com/legal-information/> and select the appropriate PDF document file.

Supplier is responsible to review requirements for purchase orders marked as government rated orders. If supplier is unaware of the rating system and its meaning please familiarize yourself. [Timbercon is an AS9100 registered company.](#)

Supplier is responsible for flowing all requirements and applying appropriate controls to their direct and sub-tier providers, to ensure that requirements are met.

**Counterfeit Parts:** Suppliers will be requested to identify themselves as either an OCM, OEM, or as an authorized distributor. This is a requirement. We take the selling of counterfeit parts very seriously and we cannot under any circumstances be sold or shipped counterfeit parts. Please reference SAE document number AS5553. You may go to this website for further information: <http://www.sae.org>.

**Subcontract Suppliers:** Subcontract Suppliers shall ensure that only new and authentic materials are used in products delivered to Timbercon. **The Subcontract Supplier may only purchase parts directly from Original Component Manufacturers (OCMs), OCM authorized (franchised) distributors, or authorized aftermarket manufacturers. Use of product that was not provided by these sources is not authorized unless first approved in writing by Timbercon.** The Subcontract Supplier must present compelling support for its request (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM), and include in its request all actions to ensure the parts thus procured are authentic/conforming.

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**Liability:** If suspect or confirmed fraudulent/counterfeit parts are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to Timbercon and the seller may be liable for all costs relating to impoundment, removal, and replacement. Timbercon may turn such items over to the ERAI, GIDEP, FAA, or other Governmental Agency for investigation and reserves the right to withhold payment for the items pending the results of the investigation. Any supplier providing fraudulent or falsified material may also face penalties under the Trademark Counterfeiting Act of 1984.

**Combating Trafficking in Persons:** Suppliers shall ensure that the requirements of FAR 52.222-50, "Combating Trafficking in Persons," are communicated to and implemented by Supplier and Supplier's sub-tier suppliers, with specific compliance to subparts 52.222-50(c),(d),(g),(h) and Subcontracts subpart (1). The legal text of FAR 52.222-50 may be accessed at [www.farsite.hill.af.mil](http://www.farsite.hill.af.mil).

**Obsolete/End of Life parts, materials, services, and Part Change Notifications:** Suppliers are responsible and accountable to alert Timbercon Purchasing when a part or material is going obsolete, end of life, or changing. Certainly any change to form, fit, or function should be considered critical. The preferred method of communicating this to Timbercon is by a part change notification (PCN) from the manufacturer. Timbercon can also, accept notification via either an email or a formal EOL/PCN letter on a company letterhead that provides full details.

**Timbercon must be informed in advance of acceptance of a Timbercon purchase order of any changes to a process, product, or service by the entity the purchase order has been issued to and/or its assigns, the entity may be referenced as the supplier, vendor, manufacturer, or distributor.**

If the source is a distributor and a manufacturer has alerted said distributor to an obsolescence, EOL, or change, Timbercon requests the same process be followed as laid out here even if the distributor is still holding inventory of the affected part or material and is able to fulfill our purchase order(s) for some period of time. Timbercon requests its suppliers to offer alternates/replacements if available and provide samples and datasheets as needed. Timbercon must provide formal approval in writing if we are going to accept or deny any changes put into effect on products, processes, or services before a Timbercon purchase order can proceed. An email to the source is an acceptable method to communicate this approval.

**Timbercons standard early/late policy for purchase orders:** No more than 4 days early and 0 days late. No substitution or change of material is allowed without the written approval of Timbercon. The date listed on each purchase order line is identified as "On Timbercon Dock" which means the date we desire the line item to arrive on our dock. It is the responsibility of the source (supplier, vendor, manufacturer, and distributor) to properly calculate transit time to meet said date. Timbercon requests it supply chain proactively update or inform the Buyer of any delays or changes to schedule, ship date, or delivery once the PO has been confirmed.

As stated in the Timbercon PO Terms and Conditions, the Seller's acceptance of order will be presumed unless seller acknowledges exceptions in writing within fifteen (15) days after the date of this order. Any shipment or partial shipment of the goods by seller shall be deemed to be an acceptance of this order. Timbercon will require a root cause for any delay or change to a confirmed purchase order.

**Corrective Action Reports (SCAR)** will be required to be completed by supplier when supplier or supplier's product is found to be the root cause of an issue resulting in the issuance of a SCAR. In situations that do not meet the criteria for issuance of a SCAR, an NMR (non-conforming material report) may be issued instead. Timbercon fills out the NMR form based on vendors reply to issue being addressed. The content of the NMR may be relayed via email in lieu of emailing the actual NMR form to the source (supplier, vendor, manufacturer, and distributor), this is at the discretion of the Timbercon Buyer. The source shall consider the email the same as the NMR form. All SCAR's must be responded to by the due date listed on the SCAR. Failure to comply could result in your active status changing to probation or removed as a Timbercon supplier altogether.

**Packing lists:** should include the Timbercon part number, Timbercon purchase order number, Manufacturers or supplier part number, Manufacturers revision level where reasonable access to this data is available to the supplier, and quantity shipped wherever possible.

**Standard Deliverables – Required with every delivery:**

1. Certificate of conformance OR compliance (also known as a C of C). The C of C provided with this order shall contain the PO number and shall explicitly state the supplier's certification or compliance to the PO. The statement shall be certified by an authorized representative of the company (signed, typed or printed) who is approving the C of C or it may be machine generated. Machine generated certifications may not have a name or signature associated with it as it is certified by the company.

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- a. The Supplier also certifies that there have been no unauthorized repairs performed on the delivered product. Authorization for repair shall be received from Timbercon prior to performing any repair activities and shall be submitted to, and approved by Timbercon in writing.
2. Product inspection and test results as required.
3. RoHS certification (for applicable product).
4. MSDS (where applicable)

**Deliverables for Build to Print Parts, Outsourced Assemblies**

**Supplier shall provide – With all First Time Builds (by the Supplier) of Built to Print and Outsourced Assemblies**

1. Standard First Article Inspection Report. Supplier may use their own format or TCI Standard First Article Inspection report
  - a. Copy of the latest revision of the Timbercon purchase order.
  - b. All applicable drawings, specifications and standards, including and supplier generated drawings, manufacturing instructions, Etc.
  - c. Complete manufacturing, inspection and test records.
  - d. Appropriate facilities, including equipment and personnel adequate to demonstrate conformance of the article to requirements of the purchase order.
  - e. Copy of supplier's First Article Inspection Record, listing variable's data obtained during the supplier's first article inspection.
2. FAI must be re-accomplished if there is a gap in manufacture for Timbercon of 2 or more years.

**Purchasing information (AS9100 specific):**

- If the customer contract specifies AS9100 requirements, Timbercon will pass down these requirements to all applicable suppliers. Note that military rated orders receive the same pass down process.
- Timbercon shall indicate on the purchase order via the use of quality code 14 (Q14) if an order supports a DO or DX rated order from our customer. There are two levels of priority for rated orders established by the DPAS, identified by the rating symbols "DO" and "DX." 1. All DX rated orders have equal priority with each other and take preference over DO rated and unrated orders. DX ratings are used for special defense programs designated by the President to be of the highest national priority. 2. All DO rated orders have equal priority with each other and take preference over unrated orders (including commercial orders). If a purchase order includes a flow down that it supports a rated order, this implies the customer order to Timbercon is a rated order certified for national defense use, you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15CFR 700). To access further details about 15CFR 700, use your preferred search engine.
- Timbercon will flow down the following requirements as needed: special requirements, critical items, or key characteristics of products being purchased; test, inspection, and verification (including production process verification); verification or validation activities that Timbercon intends to perform at the supplier; Timbercon customer requirements; the use of statistical techniques for product acceptance and related instructions for acceptance by Timbercon.
- Per the AS quality management system to which we are certified, Timbercon must inform its sources of the need to ensure those persons within our sources (supplier, vendor, manufacturer, or distributor) are aware of:
  - Their contribution to product or service conformity.
  - Their contribution to product safety.
  - The importance of ethical behavior.
 Timbercon sources are expected to adhere to the above in all matters and any source found to violate the above will be removed from the Timbercon approved vendor list (AVL), also known as the approved supplier list (ASL) and reported to any applicable governing bodies on that violation.
- Requirements relative to: Supplier notification to Timbercon of non-conforming product and arrangements for Timbercon approval of supplier non-conforming material. Requirements for the supplier to notify Timbercon of changes in product and/or process definition and, where required, obtain Timbercon approval, Right of access by Timbercon, their customer, and regulatory authorities to all facilities involved in the order and to all applicable records. Requirements for the supplier to flow down to its sub-tier suppliers the applicable requirements in the "doing business with Timbercon" documents, including key characteristics where required and any flow downs from the Timbercon purchase order such as a rated order, ITAR, or other. Requirements for approval of product, procedures, processes and equipment including:

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- The name or other positive identification, and applicable issues of specifications, drawings, process requirements, inspection instructions and other relevant technical data. Requirements for design, test, examination, inspection and related instructions for acceptance by Timbercon. Requirements for test specimens/ first articles (i.e. production method, number, storage conditions) for design approval, inspection, investigation or auditing.
- Timbercon supplier selection includes consideration and preference to those sources that have a QMS (Quality Management System), with ISO and/or AS certification or those suppliers who have an established internal homegrown QMS. Higher preference is QMS with ISO or AS certification.

**Quality Clauses:**

This section designates the specific supplier quality requirements that apply when one or more of the following Quality clauses are specified by alpha numeric code on Timbercon’s Subcontract/Purchase Orders. These requirements are supplemental to those set forth in any other contracted document. The provisions indicated herein are an integral part of the applicable Purchase Order.

The inclusion of a product on a Government Qualified Products List, Approved Vendor List or the requirements of these clauses does not relieve the Seller of their responsibility for furnishing materials/services that meet all specification requirements or for performing specified inspection and tests for such materials/services. In the event that materials and/or services are found to be non-conforming, Timbercon and its customers shall have the right to reject them.

- Q1 Certificate of Conformance** - The supplier shall furnish, with each shipment, a Certificate of Conformance that shall be signed by a responsible representative and must show the part number, revision level, Purchase Order number, date of manufacture, and title of the responsible person.
- Q2 Quality Program Requirements** - The supplier shall have established and maintain a quality system that conforms to the requirements of ISO-9001 or equivalent.
- Q3 Calibration System Requirement** - The supplier shall maintain a system for the calibration and maintenance of inspection and test equipment in accordance with ANS/ISO/IEC 17025:2005 or equivalent.
- Q4 AS9102 First Article Inspection** - The supplier shall furnish a complete FAIR that meets requirements of SAE AS9102, latest revision. First Article Inspection (FAI) or test shall be accomplished at the Seller’s facility prior to initial shipment. The Seller shall submit the complete FAI documentation package with the FAI article.

The record of this inspection is to include all characteristics and requirements specified by the engineering drawing(s) or other design media, including notes and specifications. A first article report must be included with the first shipment of any parts that require a new or updated First Article Inspection.

This FAI package shall include the completed First Article Inspection Report on the AS9102 forms or approved equivalent forms, a completed Certificate of Conformance and all supporting material and process certifications. Also include a copy of all nonconformance’s documented with the Buyer approvals, if applicable.

Note: When completing a FAI package for an assembly, the Certificate of Conformance will refer to all of the detail part numbers and standard hardware used in constructing that assembly. Each detail part number will have its own complete FAI package approved prior to the assembly’s FAI package. The approved Certificate of Conformance for each detail part number shall be included with the FAI package for the assembly.

- Q5 Traceability** - Items supplied on the order shall be identified and documented to provide traceability through the lot identification and inspection/test records.
- Q6 Product/Design Changes** - Timbercon must be notified as soon as possible for authorization of any design changes to be incorporated on items produced from Timbercon controlled drawings. Supplier to notify Timbercon of any changes in product and/or process definition and where applicable obtain Timbercon’s approval.
- Q7 Records and/or Reports** - Inspection system provisions require the supplier to prepare, utilize and maintain inspection and test records. The supplier shall submit a copy of all inspection records completed in performing final inspection of the units shipped.
- Q8 Acceptance Test Procedure** - The supplier shall initiate an Acceptance Test Procedure, including data sheet, to comply with the requirements of this purchase order and applicable specification, and submit to Timbercon for review and approval.
- Q9 Chemical/Physical Test Reports** - All material delivered under this purchase order shall be accompanied by chemical and/or metallurgical test reports which substantiate conformance of the material to the specification requirements. The supplier shall also maintain on file for a period of seven (7) years, a copy of the test report.

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**Q10 Special Process Certification and Control**

Special processes are defined as chemical, metallurgical, and other types of processes for which the quality and integrity of the product cannot be adequately demonstrated by other than destructive test. Included in the category of special processes are nondestructive methods of evaluating the product other than normal mechanical dimensional inspection. Special process certification defined by this clause shall be accompanied prior to use in the production of items to be delivered under this purchase order. The supplier shall be responsible for required certification of special processes, personnel, and equipment notwithstanding any statement contained in the process specifications which indicate that Timbercon is responsible for such certification. Conformance of deliverable items to all requirements of this order shall remain the responsibility of the supplier. Objective evidence of certification, qualification, and control shall be available at the supplier's facility and shall be furnished to Timbercon upon request.

Changes in the controlled status of special processes or certified operators, such as relocation of facility, changes in method and changes in personnel, shall be submitted to Timbercon for approval prior to implementation. The supplier shall maintain records of certified processes and personnel which reflect the current status and the results of tests or examinations of such processes and personnel. The supplier shall make such records available to Timbercon upon request. The suppliers shall include the provisions of this clause in any order placed with suppliers at any tier for material or services required under this order.

**Q11 Static Sensitive Materials** - The following requirements apply to materials, devices or assemblies capable of being degraded, damaged, or destroyed by static electrical discharge.

1. All items shall be preserved, packaged and packed in such a manner as to preclude their exposure to the generation or discharge of static electrical potential.
2. Packaging shall be clearly marked or labeled to indicate that the contents are subject to damage or degradation by static electricity.

**Q12 Shelf Life of Materials** - The supplier shall identify each container of material with the date of manufacture and shelf life, type of material, lot or batch number and other pertinent data. Failure to submit this data shall result in rejection of the material. Material which does not show at least 75% of the indicated shelf life will not be accepted.**Q13 DFAR's** - Supplier must be in compliance with any DFAR's that are referenced on the purchase order. See [HTTP://acquisition.gov](http://acquisition.gov) for individual DFAR requirements.**Q14 Rated Order** - This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15CFR 700).**Q15 Non Conforming Product**

Supplier notification to Timbercon of nonconforming product, including arrangements for Timbercon's approval of supplier nonconforming material.

**Q16 Control of Records**

All quality records must be retained for a period of 7 years from their inception date.

**Q17 Right of Access**

Timbercon, Timbercon's customer and any regulatory authorities have a right to access the applicable areas of the facilities and to applicable documented information at any level of the supply chain.

**Q18 Advanced Product Quality Planning (APQP)**

Advanced Product Quality Planning (APQP) shall be completed in accordance with AS9145. All applicable elements shall be submitted electronically to the Timbercon Quality Engineer prior to the shipment of product.

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**Control of Records** - All quality records must be retained for a period of 7 years from their inception date or as defined on the Purchase Order if differing from this standard.

**Workmanship and Quality**

- All products produced for Timbercon must be of high quality and meet or beat that products industry standard. NO knock off, grey market, non-brand, or counterfeit parts may be used on products, processes, or services sold or sampled to us.
- A drawing, specification, etc. will be provided by Timbercon if applicable. Documentation will include dimensions, workmanship, performance criteria (test, crimp, labels, etc.) and other pertinent information for the supplier to produce to the requirement. Any source providing finished goods to Timbercon in the form of a fiber optic cable assembly should have on file the following Timbercon documents and if you have not been provided these, request the Buyer email them to you. These documents must be maintained on file and used as reference documents in support of producing our products. Document ID#s: ES 091-10004-00, OPTICAL TEST REQUIREMENTS; ES 091-10012-00, VISUAL INSPECTION; ES 091-10013-00 GEOMETRIC REQUIREMENTS; ES-091-10014-00, LABELING AND PACKAGING REQUIREMENTS; ES152, MT VISUAL STANDARD; ES 159, BAGGING GUIDELINES; ES 181, LABELING AND LENGTH STANDARDS. In some instances, a source may be provided with a customer document and these are to be considered the same as the above and used as a reference during production and quality efforts.
- All products shall meet or exceed the conditions stated within our documents and/or the drawing, specification etc. Timbercon requires 100% conformance to the specification and test requirements. If a product does not meet or exceed the specifications, the Purchasing department will communicate with the supplier until satisfied.
- Each subsequent lot shall include a copy of test data (when applicable) and that the product was inspected and accepted. A certificate of conformance shall also accompany the product.
- No changes to materials, form, fit, function, manufacturing method, or manufacturing location may be implemented without prior approval from Timbercon.
- If the referenced revision on a Timbercon purchase order does not match the drawing revision on the source side (supplier, vendor, manufacturer, distributor), it is the responsibility of the source to notify Timbercon of the discrepancy so the correct revision is matched on both sides and a current drawing has been sent to the source.

Revision	Date	Change	By
A	9/21/07	Initial Release	KC
B	1/21/08	Added SCAR, C of C and Quality system requirements	KC
C	8/2/10	Rewrote instruction	KC
D	12.21.10	Updated new vendor section, added Source Inspection requirements, added QP424 requirements, added First Article Process, added Technical and Test Requirements for Outsourcing and Outsourcing DesignGuidelines	KC
E	11.21.12	Rewrote entire MWI	KC
F	12.3.12	Updated workmanship and quality section	KC
G	12.5.13	Added Q codes	KC
H	9.10.14	Added end of life paragraph	KC
J	7.28.17	Revised Counterfeit Material section to add Subcontract Supplier and Liability clauses	JH
K	1.22.18	Overall updates including REV D SAE section 8.4.3, M	KC
L	9.11.19	Added Combating Trafficking in Persons section, FAI	GC
M	12/3/19	Add in PO Confirmation. Update Table, Right of Access statement and formatting.	CP/TDP
N	9/15/20	Changed AS9100 Certified to Registered, updated Right of Access to meet AS9100	TDP
P	1.18.2021	Workmanship and Quality: removed obsolete document references; added statement for 100% testing of product.	J. GEHRT
Q	3/1/21	Add requirement to flow controls to sub-tier vendors and Q18 quality code	S. Vandecoevering

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