

Quality Requirement Clauses

Quality requirements vary depending on the type of article or service being provided to Buyer from Seller. Table 1 lists the Quality requirements for each type of Purchase Order item that DFP may procure from a supplier, according to their rating, which is listed in the ASL.

Type of Article or Service	Quality Requirement Clause Item Number																									
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Raw Materials (Metallic)	X	X	X	X	X		X	X	X	X	X		X	X		X	X	X	X	X		X	X			
Raw Materials (Non-Metallic)	X	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X	X	X		X	X		X	
Standard Parts	X		X	X	X		X		X	X	X	X	X	X		X	X	X	X	X		X	X	O	O	
Commercial Parts (see AS9116 for definition)	X			X	X		X		X			X					X	X	X				X		O	
Fabricated Parts (Electrical)	X	X	X	X	X		X	X	X	X	X	X	X	X	O	X	X	X	X	X	X	X	X	X	O	O
Fabricated Parts (Structural / Mechanical)	X	X	X	X	X		X	X	X	X	X		X	X	O	X	X	X	X	X	X	X	X	X	O	O
Design Data Creation (Controlled by Supplier)	X	X	X	X	X						X			X		X	X					X				
Special Processing	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X		X	X			
Calibration	X		X	X	X	X			X	X	X	X		X		X	X	X		X		X	X			
Testing	X	X	X	X	X	X			X	X	X	X		X		X	X	X		X		X	X			
Software / Firmware	X	X	X	X	X			X	X		X	X	X	X	O	X	X	X				X				
Production Approval Holder Articles	X		X	X	X		X	X	X	X	X	X	X	X		X	X	X	O	O	O	X	X	O	O	
Tooling / Equipment	X			X	X		X		X	X		X		X	O		X	X				X				

Table 1: Quality Requirement Clauses by Type of Article or Service Being Procured

Definitions for each Quality requirement are listed below:

1) INSPECTION / QUALITY SYSTEM:

The seller shall provide and maintain an inspection system that incorporates:

1. Procedures for inspections and tests used to ensure that each article conforms to the purchase order requirements; and
2. Procedures for documenting the inspection and test status of articles supplied or manufactured to the purchase order requirements. The seller must also maintain all certifications to Quality System standards that the seller indicated it maintains (e.g., ISO 9001, AS 9100, etc.) on the buyer's form 20-FRM-006.
3. Buyer Purchasing Coordinators distribute applicable Engineering data to Seller as part of the Purchase Order in electronic format. Seller is required to maintain Buyer provided documents under a document control system such that the latest revision provided from Buyer is the only one available for use.
4. Assurance that all of their personnel are aware of:
 - a. Their contribution to product or service conformity;
 - b. Their contribution to product safety;
 - c. The importance of ethical behavior.

2) NOTIFICATION OF CHANGES:

Seller agrees not to make any change in materials, manufacturing processes, or design data requirements without prior written buyer approval. Notification of Change (NOC) is required to be initiated in accordance with AS9116 (or equivalent process) when changes to design data are made by the seller that impact articles delivered to the buyer. All design data changes shall be treated as Class I changes in accordance with AS9116, which require buyer's engineering approval prior to shipment of affected articles. The seller will identify, on the Certificate of Conformance and/or packing sheet, the as built revision level of the end item product being delivered.

3) SUPPLIER CORRECTIVE ACTION:

Seller shall, on request, on forms designated by the buyer, provide statement of corrective action on failures of seller's articles or Quality System. All rejected articles resubmitted by the seller to the buyer shall bear adequate documentation within the quality records package, including reference to the buyer's rejection document.

4) DELTA FLIGHT PRODUCTS SURVEILLANCE:

Work under this contract is subject to the buyer's surveillance at the seller's facility. The buyer's Quality Assurance representative may elect to conduct inspection on a random basis or to the extent of 100% inspection. The seller will be notified if the buyer inspection is to be conducted on specific shipments. No shipment is to be held for buyer inspection unless notification is received prior to, or at time of, articles being ready for shipment. Acceptance of material by the buyer during source inspection shall not waive the seller of responsibility of the overall quality of the article.

5) FAA SURVEILLANCE:

During performance on this contract, the Seller's Quality System and manufacturing processes may be subject to review, audit, verification, and surveillance by any applicable regulatory agencies, such as (but not limited to) the FAA and/or the NTSB. This requirement also includes the Seller's suppliers. The requirements of this purchase order may include quality provisions required by the FAA.

6) TIME AND TEMPERATURE SENSITIVE MATERIALS:

The seller shall identify all articles which have definite characteristics of quality degradation with age or environment. The seller shall affix this information directly on the container or article, as applicable. This identification shall indicate the date useful life was initiated and the date or cycle at which the useful life will be expire or require re-certification. When environment is a factor in determining useful life, the identification shall include the storage condition (i.e., temperature, humidity, etc.) required to achieve stated life. A minimum of 75% of the applicable article shelf life shall remain upon receipt of the article at the buyer's facility, or the article is subject to rejection and return to the seller.

7) MATERIAL SAFETY DATA SHEETS:

Articles noted on the purchase order must be supplied in accordance with OSHA's hazard communication standard 29CFR1910-1200, OSHA instruction CPL2-2-38 dated August 5, 1985. Material received not in compliance with these codes will be subject to rejection and return at supplier expense. In addition, if the seller is aware of any additional precautions and/or handling techniques instituted to other customers, you are required to submit those safeguards with SDS. Send a Toxic Substance Control Act (TSCA) letter to the buyer for the product purchased, which is indicated on the purchase order, with the statement that every chemical component of the article is listed by the Toxic Substance Control Act Inventory (P.L. 94-94-989).

8) IDENTIFICATION:

Articles shall be identified as specified within the design data requirements. When identification procedures are not specified, articles shall be identified per MIL-STD-130, with the part number. When articles are too small to easily identify, they may be bagged and tagged.

1. In addition to part number / specification number, all articles shall be identified with revision level, and CAGE code,
 - a. CAGE code shall be the Buyer's CAGE code (7UM46) if produced to a Delta Flight Products drawing or specification, unless the manufacturer is producing under their own FAA PMA authority. Otherwise, CAGE code shall match the manufacturer's CAGE code. This marking does NOT apply to raw materials or process providers.
 - b. Revision level is defined as the Parts List revision level and the drawing revision level separated by a slash. For example, if a Parts List is at Revision A and a Drawing is at Revision C, then the revision marking shall be as follows: "Rev A/C"
 - c. For drawings that have a Parts List on the face of the drawing, and for other types of engineering descriptive data that have single source document that defines the article, enter the controlling document revision level only. For, example, if the controlling document is at its initial release (Revision "-"), the revision marking shall be as follows: "Rev -"

For any articles that are incomplete (i.e., the Purchase Order was limited to only partial fabrication or special processing), identify only per the instructions in the Purchase Order, as requirements for identification will vary by process.

For any parts designated as fit check parts by Engineering, purchase orders to suppliers shall include an explanation that:

1. All fit check parts are ordered with "FC" after the part number.
2. If the supplier chooses to fulfill the purchase order by issuing DFP a part that is produced to preliminary or red-lined drawings, the part must be marked by that supplier "Non-Aircraft Part".
3. If a supplier chooses to fulfill the purchase order by issuing DFP a part that conforms to a released engineering drawing, without deviation, no special marking must be made to that part.

9) PACKAGING:

Unless otherwise stated by the drawing, specification or Purchase Order, the seller is responsible for assuring that all articles are delivered without damage or deterioration and are efficiently and economically packed for the method of transportation and type of handling involved.

10) CALIBRATION SYSTEM REQUIREMENTS:

Seller shall have a calibration system that is certified to ISO17025 and/or ANSI/NCSL Z540.3 "Calibration Labs & Measuring & Test Equipment – General Requirements". Any deviation or waiver to this requirement must be approved by DFP's Quality Assurance representative.

11) NOTIFICATION OF FACILITY OR ORGANIZATION CHANGE:

The seller shall notify the buyer's Quality organization, in writing, when there is significant facility or organizational changes, such as company name, location or senior Quality management or key company leadership.

12) ELECTROSTATIC SENSITIVE DEVICE PROTECTION:

All Electrostatic Discharge (ESD) articles shall be labelled with ESD warning labels in accordance with MIL-STD-129N, SYMBOL B627 (or equivalent) and packaged/bagged in ESD protective materials that meet the requirements of MIL-PRF-81705 (or equivalent). This requirement applies to articles that are in-process during production and to articles that are being packaged for shipment to the buyer or to any tier of sub-supplier.

13) PREVENTING THE INTRODUCTION OF COUNTERFEIT PARTS:

Seller must make every reasonable effort to ensure that counterfeit parts are not shipped to Buyer. Counterfeit parts are defined in AS5553 and/or AS6174 and include the following:

1. An unauthorized copy, imitation, substitute, or modified part, which is knowingly misrepresented as a specified genuine part of the manufacturer.
2. A previously used article, component, assembly, and/or Electrical, Electronic, and Electromechanical (EEE) part which has been used or modified and is knowingly misrepresented as new without disclosure to Buyer that it has been previously used or modified.

14) RIGHT OF ENTRY:

The buyer/regulatory authorities require the right of entry, at any time, for any reason to the seller's and/or any tier of their sub-contractors' facilities.

15) COMFORMITY INSPECTION:

When the purchase order states that "COMFORMITY INSPECTION REQUIRED" for a noted article, the seller shall notify, in writing (e-mail is one acceptable form of notifying in writing), the buyer's Quality Assurance representative within five (5) days of manufacturing completion. The buyer will provide a FAA approved designee to perform the conformity inspection.

16) RECORDS RETENTION:

The seller shall maintain all Quality records for a minimum of ten (10) years from the date of completion of the purchase order. All records must be in English.

17) SUB-TIER SUPPLIER REQUIREMENTS:

The seller shall require that all sub-suppliers, at all tiers, adhere to the requirements listed in this purchase order.

18) CERTIFICATE OF CONFORMANCE:

The seller shall certify that each article delivered to the buyer conforms in every respect to the contractual and technical requirements of the PO, including all engineering drawings, specifications and / or standards referenced therein. When required by the buyer's purchase order, inclusive of all documentation therein, all articles have been procured from approved source(s). The Certificate of Conformance document shall be signed by a representative of the seller's Quality organization and shall follow the format established in ATA Form 106, or equivalent. Any buyer approved waivers or variances must be referenced on the Certificate of Conformance document.

Shipment Documentation:

1. Each shipment by Seller shall be accompanied by a Certificate of Conformance or regulatory approved Authorized Release Document. FAA Authorized Release Documents (FAA Form 8130-3 or FAA recognized equivalent) are required for all Production Approval Holder Parts.
2. For all items contained within any article on the purchase order that are supplied by a distributor, a copy of the Certificate of Conformance from the manufacturer must accompany the shipment.

19) MATERIAL TEST REPORTS:

A material test report for all raw materials is required and shall contain the following:

1. Name and number of the specification with which the material has been shown to comply.
2. The lot, batch, heat lot or other traceable destination (e.g., purchase order number, invoice number, etc.).
3. Certificate of Conformance to the applicable specification.

Shipment Documentation:

Each shipment shall be accompanied by a legible unaltered copy of the test report, unless verified and validated by the buyer's Quality Assurance representative at the seller's facility.

20) QUALIFICATION REQUIREMENTS FOR SPECIAL PROCESSES:

Special processes (e.g., structural bonding, anodizing, cadmium plating, heat treating, etc.) that are subject to facility qualification by the process specification owner must only be accomplished by facilities that are currently listed as approved special process providers, and in the manner specified within that process specification document. Each shipment that is subject to facility qualification requirements specific to the processes being accomplished must be accompanied by a legible unaltered copy of the certification from the processing source demonstrating compliance with all facility qualification requirements.

Shipment Documentation:

Each shipment shall be accompanied by a legible unaltered copy of the qualification document issued by the process specification owner or from Buyer's Quality Assurance group.

21) FIRST ARTICLE INSPECTION:

Seller shall perform a First Article Inspection (FAI) as required by AS9102 (or equivalent process) any time that it is required, as defined in AS9102 (e.g., first time buy, if the product has been out of production for two years, or if something in the production process has changed that invalidates the original FAI). Seller is to maintain configuration control of all software used to manufacture or inspect / test Buyer products. Software must be controlled such that the configuration of the software is traceable and maintained to the current Buyer configuration level. Only the current version of the software is to be available for use. This includes Numerical Control (NC) Machine Tapes, Computer Numerical Control (CNC) Programs, Coordinate Measuring Machine (CMM) Programs, Computer Aided Design (CAD) / Computer Aided Manufacturing (CAM) Models, Functional Acceptance Test software, etc. Appropriate records of control are to be maintained. Changes to any of these require re-accomplishment of an FAI. Depending on the product being supplied, a detailed plan for qualification of a new product (beyond FAI) may be required. A Product Qualification Plan may require the supplier to supply Buyer with process flow diagrams, Quality Control Plans,

Process Failure Mode and Effects Analysis (PFMEA), Process Capability Analysis, etc., and may include sample runs to provide parts for testing at Buyer facility. Requirements will be established on the Purchase Order.

Shipment Documentation:

A copy of the seller's FAI report shall be sent with each initial shipment of an article to the buyer and must also send a copy of any subsequent FAI reports any time they are required per AS9102.

22) REPORT OF DISCREPANCIES AND QUALITY ESCAPES:

Any departure from design data requirements or other purchase order requirement must be documented by the seller and submitted to the buyer's Engineering and Quality representatives for consideration and disposition, prior to shipment. A copy of any buyer disposition document must accompany each shipment that is affected. If the seller becomes aware of a Quality escape after articles are shipped to the buyer, the seller must notify the buyer's Quality Assurance representative immediately to report the escape and implement immediate corrective action.

Shipment Documentation:

A copy of the disposition document must accompany each affected shipment to the buyer.

23) TRACEABILITY / LOT AND BATCH CONTROL:

Seller must maintain lot and batch control of raw materials to purchase order items. Seller must provide positive traceability of all articles to raw materials thru the use of lot/batch or serial numbers.

Shipment Documentation:

Shipping documents shall identify the lot/batch or serial number, as applicable, for all articles in the shipment.

24) BUYER SOURCE/IN-PROCESS INSPECTION:

The buyer's source/in-process inspection is required prior to shipment. The seller shall notify the buyer's Quality Assurance representative (5) days in advance of shipment. The seller shall provide a copy of this purchase order to the buyer's representative during the source/in-process inspection.

Shipment Documentation:

Evidence of source/in-process inspection must accompany each shipment of the product to the buyer.

25) FLAMMABILITY TEST REQUIRMENTS FOR CABIN INTERIOR RAW MATERIALS:

Raw materials that are either: cabin interior trim pieces (non-metallic), carpet, fabric, decorative laminate, thermoform plastic sheet stock, foam, Velcro, or upholstery; require the following additional material test reports on each production lot:

1. Carpet, fabric, and upholstery raw stock material and articles made from any combinations of these materials that are produced to the buyer's Engineering drawing requirements must be certified by the supplier to have satisfied lot testing to show compliance with 14 CFR Part 25.853(a)
2. Thermoform plastic sheet stock and decorative laminate raw stock material and articles made from any combinations of these materials that are produced to the buyer's Engineering drawing requirements must be certified by the supplier to have satisfied lot testing to show compliance with 14 CFR Part 25.853(a) and (d).

Shipment Documentation:

Each shipment shall be accompanied by a legible unaltered copy of the test report, unless verified and validated by the buyer's Quality Assurance representative at the seller's facility.

26) PRODUCT SUSTAINING

New changes to In-Flight Entertainment components due to obsolescence, product failures or product improvements are substantiated following the SOP guidelines in 30-SOP-026