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Procurement Process P007		

Revision History

Revision	Date	Description of changes	Requested By
A	12/03/2014	Initial release	Matt Timms
B	29/10/2014	10.2 Add requirement for the FAIR to be conducted to AS9102. 11. Add AS6174 Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel	Simon Jones
C	03/07/2015	Various adjustments following review as per tracked changes	Matt Timms Simon Jones
D	28/06/2016	Section 13 REACH Regulations added	Matt Timms Ben Eastwood
E	29/07/2016	Section 11 Fraudulent/Counterfeit Electronic Parts amended	Matt Timms Ben Eastwood
F	02/10/2018	Rewording of section 16 for additional clarity and general formatting	S Deacon



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1. INTRODUCTION

This document establishes requirements for the maintenance of a Quality Assurance system in order to assure that material meet the safety, reliability and quality standards required by Surface Technology International (STI)

The Supplier's Quality Assurance system shall be based upon National Standards, considerations of complexity of the product design, criticality of the product's intended use, interchangeability requirements and manufacturing technique. The system shall be approved prior to production and shall provide assurance that adequate control of Quality is maintained throughout the manufacturing process; including receiving, manufacturing, acceptance and shipping. Approved Suppliers shall invoke the contents of this document upon their supply chain as appropriate to the extent necessary to ensure the required quality of purchased material.

2. SCOPE/APPLICABILITY

This document sets forth Quality Assurance system requirements for Suppliers of material, parts, components and services to STI and is structured in line with EN AS9100. The requirements set forth herein shall be complied with in addition to all detailed requirements contained in other parts of the Purchase Order Agreement. Any deviations from compliance with this document shall be submitted to STI for approval in the form of a Quality plan.

3. ABBREVIATIONS / DEFINITIONS

STI – Surface Technology International

AS9102 - Aerospace First Article Inspection Requirement

Standard Catalogue Items - Material that conforms to an established industry or national authority published specification, having all characteristics identified by text description, National/Military Standard Drawing, or catalogue item

Supplier - A Company providing a service and working to drawings, specifications, etc. supplied by STI who is subject to the requirements detailed in this document.

Sub-tier supplier - A company providing material or a service for a Supplier to STI

FAIR - First Article Inspection Report

IAW - In accordance with

ERP – Enterprise Resource Planning

MRB – Material Review Board

SoW – Statement of Work

QA – Quality Assurance

MOD – Ministry of Defence

SQE – Supplier Quality Engineering

PCP – Process Control Plan

UKAS – United Kingdom Accreditation Service

ITAR – International Traffic in Arms Regulations

3.1 ASSOCIATED / REFERENCED STANDARDS

AS9100 – Preferred QMS accreditation

ISO9001 – Minimum QMS accreditation expected

AS5553 – Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition

AS6081 - Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition - Distributors Counterfeit Electronic Parts; Avoidance Protocol, Distributors

IPC-A-600 – Acceptability of Printed Boards

IPC-A-610 – Acceptability of Electronic Assemblies

IPC – 7711/7721 – Rework, Modification and Repair of Electronic Assemblies

IPC/WHMA-A-620 – Requirements and Acceptance for Cable and Wire Harness Assemblies

IPC/JEDEC J-STD-033 – Handling, Packing, Shipping and Use of Moisture/Reflow Sensitive Surface Mount Devices

IEC61340-5-1 Electrostatics [ESD Control]

OHSAS18001 – Occupational Health & Safety Assessment Series

ISO14001 – Environmental Management System

4. ACCESS CLAUSES

4.1 SUPPORT TO STI REPRESENTATIVES

The Supplier shall provide the STI Representatives with the information, documents, records, inspection equipment, samples, materials (relating to the Purchase order / contract) and reasonable office facilities plus assistance for the safety and convenience of the representative in the performance of his/her duties.

4.2 STI REPRESENTATIVE

Representatives may be assigned on a resident or itinerant basis at the Supplier's facility, as a result of either new Supplier selection, new product introduction, following severe poor quality, or delivery performance. The responsibilities and authority delegated to these representatives may include but not be restricted to the following:-

Co-ordinate responses against unsatisfactory conditions exhibited by STI's Supplier's product in order to ascertain that the Supplier establishes cause of discrepant conditions and takes prompt and complete corrective action. Assure that Root Cause Analysis, together with firm Corrective and Preventive action points are effectively met and controls are maintained to prevent recurrence

Conduct initial and periodic Quality Assurance system audits to assure that the Supplier has a system that meets the requirements of this document and the implementing Purchase Order.

Conduct a continuous planned review of all elements of the approved Quality Assurance System to assure maintenance of the system as approved



Review and approve progressive First Article Inspections (in accordance with AS9102), and subsequent co-ordinated inspection of components, assemblies and processes as necessary to verify that products meet quality and engineering requirements

Monitor the inspection of hardware against contract requirements and assure that non-conforming products are appropriately processed and dispositioned.

When applicable authorise shipment of products and supporting data, following source inspection. Products accepted for shipments may be subjected to final acceptance at their destination.

4.3 SUPPLIER RESPONSIBILITIES

4.3.1 The Supplier is solely responsible for ensuring that the products supplied, including those parts that it may have to purchase or subcontract at whatever level, comply with the technical and quality requirements and any other requirements stipulated in the contract. If Supplier subcontract is allowed by STI: the Supplier shall demonstrate adequate controls with regards to their supplier's i.e. audits conducted, flow down of STI requirements & specifications

4.3.2 The supplier shall notify STI of any planned process, product or location changes (including sub contract activity, material source etc) that may affect deliveries or the quality of form, fit, and functions. Notification must be supplied at a minimum of 120 days prior to such changes. Notification shall be made in writing to supplier-change-notification@sti-limited.com

Any failure to comply with this requirement may result in products being rejected upon delivery and may also have implication with regards to product acceptance and qualification.

4.4 PEROGATIVES OF STI, CUSTOMERS, REGULATORY & GOVERNING AUTHORITIES

The Supplier's Quality Assurance system shall be available and may be subject to audit/survey and approval by STI, customers of STI and government MOD representatives. Surveys or audits, including suppliers and processors, may be made

before or after issue of a Purchase Order Agreement. The Supplier shall be notified of deficiencies and required to follow up and ensure that deficiencies are promptly corrected. Corrective actions shall be subject to review and approval by STI.

STI reserves the right to withdraw a Supplier's approval, wholly or in part, at any time.

Ongoing approval is dependent upon evidence of continued compliance with the requirements specified within this document and satisfactory product quality performance.

5. QUALITY PLANS

5.1 DEFINITION

A Quality Plan must be supplied to and approved by STI QA which provides evidence of compliance which is not covered by standard company processes and procedures. In addition to this all areas of non-compliance to this document must also be covered in the Quality Plan.

5.2 REQUIRED STANDARDS

Printed Circuit Boards (PCBs) must comply with the relevant IPC standard as specified on the purchase order and accompanying data.



Moisture sensitive boards and devices must be handled in accordance with J-STD-033

Fraudulent/counterfeit electronic part control to AS5553 & 6081 – see section 11.

Where appropriate, certification to Environmental Health & Safety Standards ISO14001 / OHSAS18001 or equivalent controls.

A recognised Quality Management System such as ISO9001, AS9100

Any other standards, specification, regulatory and statutory requirements as defined by the purchase order

6 SUPPLIER AUDITS AND APPROVALS

STI may survey the Supplier to the requirements of this document, the supplier questionnaire and/or an applicable Quality Plan either by an on-site audit or a desk-top review. The decision to conduct an on-site audit will depend on the Supplier's scope of work, general performance, and / or previous corrective action response. Suppliers who demonstrate a risk to STI shall be required to correct their system deficiencies and demonstrate capability over time.

New Suppliers will be assessed prior to the placement of a purchase order or contract. Suppliers will be regularly reviewed for performance and continuous improvement. When a Supplier assessment is required, the Supplier will be advised of the date and content of the assessment, the results will be documented on an audit report and presented to the Supplier for action. The classifications of corrective and preventive actions are presented in section table 1 below.

Table 1.

Classification	Potential Consequences		Target
	Quality System	Product Implementation	
CRITICAL	A non-conformance or a potential non-conformance, which may result in the total failure of an element of the Quality System	A non-conformance or a potential non-conformance which: - stops the development process and questions the qualification criteria; - stops the production process and questions the air worthiness criteria; - leads to a breakdown in service	Within 5 working days
MAJOR	A non-conformance or a potential non-conformance, which may result in the partial failure of an element of the Quality System	A non-conformance or a potential non-conformance which: - may stop the development process and questions the qualification criteria; - may stop the production process and questions the air worthiness criteria; - restricts the use of the product	Within 10 working days or within a period, agreed with STI
MINOR	A failure that may cause non-conformances that are considered neither CRITICAL nor MAJOR		Within 1 calendar month or within a period, agreed with STI

7 USE OF SUB-TIER SUPPLIERS

7.1 SELECTION

To be eligible for the use of Sub-tier supplier/s, Suppliers must hold a minimum of ISO9001 approval undertaken by a UKAS approved third party and must be able to demonstrate that a robust and documented Sub-tier selection process was followed in order to select the chosen Sub-tier supplier/s.

7.2 STI AUTHORISATION

Suppliers must notify STI in writing of the intended selection of Sub-tier supplier/s. This shall be done prior to any purchase orders being placed with the Sub-tier supplier. STI will not hold responsibility for Sub-tier supplier approval; however STI reserve the right to reject the application for the use of selected Sub-tier supplier/s.

STI holds the right to reject any parts or services from any non authorised Sub-tier Source.

7.3 SUB-TIER MANAGEMENT

A supplier who procures product or services from a Sub-tier supplier in support of STI orders must maintain an approved supplier register (highlighting the sub contract companies (including stockists, distributors and agents)

7.4 DISQUALIFICATION CRITERIA

Should airworthiness or regulatory requirements be violated, immediate suspension of all purchase orders or contracts may be invoked by STI

In the event a Supplier's product or service quality and / or delivery achievement is found to be unsatisfactory and / or the Supplier fails to meet the requirements of this document or any other STI or STI Customer requirement, STI reserves the right to place technical representation at the Supplier, or the Sub Tier supplier's facility, at the Supplier's or the Sub Tier supplier's expense.

8 VENDOR RATING POLICY

8.1 PURPOSE

STI's vendor rating system is a continuous management process, designed to measure, evaluate and improve a Supplier's performance, enabling STI to make informed future sourcing decisions.

The rating system is designed to meet the specific objectives and priorities of the business, with Suppliers being measured against a standardized scale in line with SC-21 and example of this scale is detailed below in table 2.

Suppliers are encouraged to achieve a rating of Gold status as indicated in Table 1 for all products which are delivered to STI. Suppliers who fall below Gold Status will be contacted by STI to ensure a suitable action plan is generated to achieve Gold Status for future deliveries. The action plan will be monitored and tracked by STI.

8.2 SCORING CRITERIA

Suppliers will be scored based on their quality performance over a specific date range. The rating allocated can either offer benefits such as STI preferred Supplier or ship to line status.

The rating scale is in line with SC-21 and based on percentage product delivered to STI defect free. The Supplier shall also monitor their own quality performance for product delivered to STI in line with the criteria below.

8.3 APPEAL PROCESS

Suppliers who have objective evidence to show that they have been incorrectly rated or debited must appeal in writing, enclosing copies of all objective evidence, to STI within 30 days of receiving the correspondence from STI.



8.4 ADVANTAGES TO SUPPLIERS

There will no requirements for STI to perform product or system related audits while gold status is maintained.

Consideration for continuous improvement Supplier Development Programmes.

STI may use supplier vendor ratings as part of the supplier selection criteria for new strategic orders.

Table 2:

award level	delivery	quality
gold	>99 - 100%	99.9% - 100%
silver	>95 - <99%	99.5% - <99.9%
bronze	>90 - <95%	98% - <99.5%

9 SHIP TO STOCK

Product which has been deemed acceptable for ship to stock status will not be subjected to any forms of checks or inspection by STI

Whilst the Supplier's performance is below the Gold status criteria, they will be subjected to applicable STI controls and are not eligible for ship to stock status.

Product which is not deemed acceptable for ship to line selection may be subjected to STI inspection at STI or at source. .

10 FIRST ARTICLE INSPECTION REPORT (FAIR)

10.1 PURPOSE

The purpose of the First Article Inspection is to give objective evidence that all engineering, design and specification requirements are correctly understood, accounted for, verified, and recorded. The purpose of this standard is to provide a consistent documentation requirement for aerospace components FAI.

First Article Inspection Reports (FAIR's) are required to ensure that the production process is in control and capable of producing parts in accordance with the drawings, and associated specifications.

10.2 GENERAL REQUIREMENTS

The STI Purchase order will specify when an FAIR is required, and shall be for all detail parts, sub-assemblies, and assemblies designed by / for STI or its Customers.

Unless otherwise stated the FAIR must be conducted in accordance with AS9102 [latest issue].

Any non-conformance document will be attached to the FAIR however; non conformances must be communicated to STI in advance of submission of the FAIR to ensure appropriate approval is given.

The Supplier shall keep all inspection record (dimensional listings, moldings, etc.)

STI reserve the right to request additional objective evidence in support of the FAI forms and package

11 FRAUDULENT/COUNTERFEIT ELECTRONIC PARTS

An appropriate process must be described to prevent fraudulent/counterfeit electronic parts being supplied to STI. The preferred controlling process is adherence to AS5553 [latest issue] Fraudulent/Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition

“SUSPECT COUNTERFEIT GOODS” means material, component, part, assembly, sub-assembly, product and any other item forming part of the GOODS (together referred to as “ITEMS” and separately as “ITEM”) in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the SUPPLIER or manufacturer and may meet the definition of COUNTERFEIT GOODS below;

“COUNTERFEIT GOODS” means SUSPECT COUNTERFEIT GOODS that is a copy or substitute made without legal right or authority or one whose material, performance, IDENTITY (as defined below) or characteristics are misrepresented by a supplier in the SUPPLIER’s supply chain: and

“IDENTITY” means information including but not limited to the original manufacturer, trademark or other intellectual property, part number, date code, lot number, applied testing methods and the results, inspection performed, documentation, warranty, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition and previous use or rejection.

The SUPPLIER warrants that COUNTERFEIT GOODS shall not be supplied to the PURCHASER or installed in the PURCHASER’S products by the SUPPLIER.

The SUPPLIER warrants that only new, unused and authentic ITEMS shall form part of the GOODS and shall be supplied to the PURCHASER.

The SUPPLIER may only purchase ITEMS directly from Original Component Manufacturers (OCMs), OCM authorised distributors , or authorised aftermarket manufacturers. Use of ITEMS that were not provided by these sources is not authorised unless first approved in writing by the PURCHASER. The SUPPLIER must present a documented risk analysis in support of its request for the PURCHASER’s approval (e.g. OCM documentation that authenticates supply chain traceability of the parts to the OCM).

If COUNTERFEIT GOODS or SUSPECT COUNTERFEIT GOODS are furnished under the CONTRACT such GOODS shall be impounded. The SUPPLIER shall promptly replace such GOODS with GOODS acceptable to the PURCHASER and the SUPPLIER shall be liable for all costs relating to impoundment, removal and replacement. The PURCHASER may notify and turn COUNTERFEIT GOODS over to Government authorities for investigation and the PURCHASER reserves the right to withhold payment pending the results of the investigation.

12 CONFLICT MINERALS

“Conflict Minerals” refers to minerals or other derivatives mined in the eastern provinces of the Democratic Republic of the Congo (DRC) and in the adjoining

countries where revenues may be directly financing armed groups engaged in civil war resulting in serious and environmental abuses.

In July 2010, the United States enacted the Dodd-Frank Financial Reform Bill and Consumer Protection Act 1502(b) (the Conflict Minerals Law), which requires all US stock listed companies and their suppliers to disclose information concerning chain of custody and usage of conflict minerals (Tin, Tantalum, Tungsten, and Gold, also known as 3TG).

STI is committed to responsible procurement practices and has no intention, directly or indirectly, of abetting the human rights violations identified in the Democratic Republic of Congo (the “DRC”) and adjoining countries.

STI is committed to working with its Customers and supply chain to supply products that meet the Customer's specifications and requirements in accordance with the terms and conditions of purchase with regards to traceability and sourcing requirements and restrictions.

See the Conflict Minerals policy statement at www.sti-limited.com

12.1 FAIR LABOUR

STI wholly support fair labour practices and require all companies within the worldwide supply chain to adhere to the principles of the Fair Labour Association [FLA] Code of Conduct that defines labour standards that aim to achieve decent and humane working conditions. The Code's standards are based on International Labor Organization standards and internationally accepted good labour practises.

13 REACH REGULATIONS

REACH is the European Community Regulation on chemicals and their safe use. It deals with the Registration, Evaluation, Authorisation and Restriction of Chemical substances. The new law entered into force on 1 June 2007.

The aim of REACH is to improve the protection of human health and the environment through the better and earlier identification of the intrinsic properties of chemical substances. The benefits of the REACH system will come gradually, as more and more substances are phased into REACH. The European Chemicals Agency (ECHA) controls the current candidate list of SVHC's (Substances of Very High Concern) and this is updated twice yearly.

Within the scope of these regulations, STI are considered to be a 'Downstream User'. However, we have an obligation by the regulations to notify our customers of any SVHCs within articles supplied by us. Regulation Article 33 'Duty to communicate information on substances in articles.'

To assist STI in establishing our suppliers compliance to REACH, we forward the STI REACH compliance questionnaire as found in this link:

<I:\Purchasing Share\REACH\REACH Legislation, Version 1, July 2016.docx>

14 CALIBRATION

All measurement and test equipment used to verify or validate STI product during design, manufacture and test of STI product must be calibrated and controlled.

All standards used must be traceable to National Standards via a valid certificate of calibration. Primarily standards shall be traceable to UKAS.

It is the Suppliers responsibility to ensure that this is adhered to and also it is flowed down to all applicable sub-tier suppliers.

15 CONTROL OF MAJOR INDUSTRIAL CHANGES

15.1 DEFINITION

This requirement is mandatory in order for STI to manage and maintain qualification status, product integrity, quality, and cost and delivery performance of supplied product. Any of the following activities are deemed by STI as a major industrial change:

- Plant location or layout
- Transportation mode
- Major Enterprise Resource Planning (ERP) system change
- A change to the top level organisation and/or personnel in key positions
- Major process (including main tools) changes
- Major suppliers (including subcontractors)

15.2 RESPONSIBILITES

15.2.1 SUPPLIER

The Supplier shall provide STI at the minimum:

- Product identification
- Change description
- Reason for change
- Risk identification and mitigation status
- Associated schedule

The supplier shall validate the transfer via the results obtained (in particular the Supplier shall perform an article review before transfer (Current article Review) versus the article review after transfer (First Article Review IAW AS9102), together with deviations and management of deviations).

16 NON CONFORMANCE REPORTING (NCR)

16.1 PURPOSE

The processing of non-conforming material either when identified within STI or as a result of request for a disposition on material of Supplier origin.

This policy outlines the processes for handling non-conforming material (identified by STI or its Suppliers) using a non-conformance report. It also defines the responsibilities and authority of individuals within functional groups concerned with non-conformance Control.

16.2 DEFINITION

Material which is non-compliant or deviates from the requirements laid down in the contract, SOW, purchase order, drawing, technical spec and/or all other controlling STI documents.

16.3 CONCESSION

A non planned request to deviate from the controlling drawing, specification, requirement or purchase agreement

16.4 PRODUCTION PERMIT

A planned deviation request to review, change and/or intentionally deviate from the controlling drawing, specification, requirement or purchase agreement

16.5 SUPPLIER RETURN

Product which has been rejected to the Supplier following the identification of a potential non conformance.

16.6 FIRST NOTIFICATION

First notification is where a deviation from the controlling drawing, specification, requirement or purchase agreement has either been identified or planned.

At this point a Production Permit or Non conformance / Concession has been identified and must be reported or formally acknowledged for the first time.

If first notification is found by STI, the quality department will notify the Supplier to apply the necessary containment, recovery, plan root cause and corrective/preventive actions.

16.7 RESPONSIBILITIES

16.7.1 SUPPLIER

At the point of First Notification the Supplier shall apply to STI Quality department for either a Production Permit or Non conformance / Concession to be raised.

The Supplier must inform STI immediately (not to exceed 24 hours or the next business day) of suspect nonconforming product shipped regardless of its destination.

The product shall be held at the Supplier's facility in accordance with (IAW) their Non-conformance controlling procedure until the Production Permit / concession has been approved by STI. (This may be relaxed only at the discretion of STI's Quality department)

When required the Supplier shall follow applicable instructions given by STI for disposition of the product prior to delivery to STI.

The Supplier shall supply the product together with a signed approved concession / production permit to STI.

If the First Notification point is at STI the Supplier must:

- Present to STI suitable containment actions to prevent further occurrences within 24 hours of First Notification Point
- Identify a recovery date to either rework or replace the non-conforming item to STI within 24 hours of First Notification Point
- Present to STI root cause analysis using a structured approach within 7 days of First Notification Point
- Present to STI a suitable corrective/preventive and turnaround action plan within 30 days of First Notification Point
- If required by STI, may be required to rework/repair the non-conforming product at STI facility upon STI's request. STI reserve the right to mandate a maximum response time of 24 hours notice period for this response.

17 DOCUMENTATION REQUIREMENTS

17.1 CONTROL

17.1.1 DOCUMENTS



As applicable, ensure that any acknowledgment sheets are returned within the required lead-time to STI. Take the necessary precautions to ensure that for both civil and military applications, STI and government regulations with regard to confidentiality are observed. Be responsible for obtaining, and maintaining, the latest copies of applicable international (ISO), military (MIL) standards, material specifications (AMS, BS), etc.

Be responsible for ensuring they have all the STI documents that are applicable to the STI designed component drawing and as necessary request additional STI documents from the STI buyer named on the purchase order.

17.1.2 THIRD PARTY CERTIFICATION

At a preferred minimum STI require suppliers to be certified by an accredited third party to appropriate standards such as AS9100, ISO9001, ISO14001 and OHSAS18001. If not currently certified STI will require evidence that the existing systems are at least as robust as those mentioned above, and when, if intended, certification will be sought – this will be either a desktop review or site visit.

17.1.3 QUALITY RECORDS

Have a system that allows the withdrawal of any specific record within 48 hours

Ensure all quality records applicable to the STI purchase order or contract are forwarded to the STI specified contact upon request

All quality records (hard copies or electronic), are to be protected using either a back-up system (filed in a separate area) or measures to prevent the deterioration, damage or destruction by the elements

Prohibit the use of liquid paper (e.g. 'Tippex') on any quality record. All changes shall be made by crossing through the error with a single line, inserting the correct information in an adjacent position and suitably authorizing the change

Hard copy and/or electronic records must be retained for minimum 10 years unless otherwise stated on the purchase order.

17.1.4 RELEASE CERTIFICATES

Release certificates shall be identified with the following as a minimum.

Product is released IAW this document as a minimum

Product is released to applicable National Standards, including a reference to the accreditation registration number

Exceptions to this document must be agreed by STI prior to delivery and must be annotated on all release paperwork. I.e. Product is released IAW this document with exceptions to Appendices 2, 3

17.1.5 ITAR & EXPORT REQUIREMENTS

The Supplier must ensure the formal statement on delivery regarding any ITAR controlled deliverables.

The supplier must provide a copy of the ITAR license to STI ensuring the full delivery route to the end user

We request that our suppliers provide us with HTS (Harmonized Tariff Schedule) or Schedule B Code (If shipping from the US) for each component quoted/supplied.



We also request that our suppliers provide us with any applicable Export Classification rating that applies to each component quoted/supplied. Not excluded too but to include EAR & ITAR classifications.

We also request (where possible) that our suppliers provide us with 'country of origin' information for each component being quoted/supplied.

If an Export licence is required for STI to receive 'said' components, our supplier is to notify us of this requirement at quote stage. We also request that once a licence has been approved – STI are sent a copy of the Export licence for auditable traceability & compliance purposes.

The supplier must ensure that any shipments made against an export licence, must quote the applicable regulations the parts are controlled against and 'must' make reference to the licence number on the delivery paperwork.

If any previously quoted/supplied component, is subject to an export classification rating change, the supplier must notify STI of this amendment and supply STI with the new classification rating that now applies.