



AMERGINT TECHNOLOGIES, INC., AN ARKA GROUP COMPANY (“ARKA”)

# Purchasing Q-Clauses

**Document Number:** AT-H9999-CORP-0016

**Version:** 5.0

**26 September 2025**

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## Revision History

Revision	Date	Revision Summary
5.0	25 September 2025	Correct branding throughout and remove “Supply Agreement” designation on Cover Page.
4.0	30 July 2025	Corrected cover page and 2.1 revision summary
3.0	13 Jun 2024	Rebranded to ARKA styles and formatting.
2.1	09 Aug 2022	Minor formatting for consistency and updated document authority
2.0	27 Apr 2021	Formatting updates, minor changes.
1.0	07 Jul 2020	Initial release.

## Signature Block

Role	Printed Name	Signature	Date
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Quality	Larry Blondin		25 Sept 2025

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# Quality Assurance Q-Clauses

## 1. Q001. General Quality Management System Requirements

### 1.1 Procurement Control

1. Seller shall levy quality requirements comparable to those contained on this Purchase Order (PO) to lower-tier suppliers and shall assume responsibility for the quality of all purchased materials, articles, and services. This responsibility includes:
  - a. Selection of qualified procurement sources.
  - b. Transmission of design, reliability, and quality requirements to suppliers.
  - c. Evaluation of procured articles against purchase contract requirements.
  - d. Control of nonconforming material and effective provisions for early information feedback and correction of nonconformances.
  - e. Providing technical assistance and training to suppliers when necessary to achieve reliability and quality levels.
2. Seller shall assure that ARKA has the right of entry in subcontractor facilities to determine and verify, with the Seller, the quality of work and material at any place, including the plant of any supplier, and at all production stages, of materials intended for incorporation into ARKA's products.
  - a. Seller's Product Assurance Organization shall have the authority to disapprove the use of sources which do not have a quality assurance system adequate to meet the procurement requirements.
  - b. Neither surveillance, inspection, and/or tests made by ARKA or its representatives or representatives of the government, at either Seller's or ARKA's facility, nor Seller's compliance with all applicable quality assurance requirements, shall relieve Seller of the responsibility to furnish items which conform to the requirements of the procurement document.

### 1.2 Seller Corrective Action

1. When a quality problem exists with a Seller's product, ARKA may forward a Corrective Action Request (CAR) to the Seller. CAR's require timely responses and must include the following information as a minimum: analysis of the cause of the problem, statement of the action taken to prevent recurrence, and the effectivity of the action. When corrective action is required for Government Source Inspected (GSI) items, Seller shall coordinate such action with the Government Quality Assurance Representative assigned to Seller's facility. Evidence of coordination with the government quality assurance representative shall be provided to ARKA upon request.

### 1.3 Packaging, Preservation, and Storage

1. The Seller shall control all preservation, packing, storage, shipping, and handling to assure that all materials are adequately protected during all phases of PO performance and to assure compliance with any special handling and shipping requirements of the PO. Perishable items or those with limited shelf life or moisture sensitivity levels must be handled/preserved in accordance with recommendations of the manufacturer.

### 1.4 Inspection Records

1. Seller shall maintain records of all inspections and tests performed on items delivered to ARKA. These records shall show evidence of acceptance and shall identify discrepancies. Inspection records shall be made available to ARKA, or a representative of the government, for review upon request.

### 1.5 Measuring and Test Equipment

1. Seller shall be responsible for validating the accuracy and stability of tools, gauges, and test equipment used to demonstrate that items conform to the procurement document. Documented schedules shall be maintained to provide for periodic calibration to adequate standards. Objective evidence of calibrations shall be recorded and made available to ARKA for review upon request.

### 1.6 Date/Lot Code

1. Seller shall assure that parts or products that are assigned a date or lot code must be identified and segregated as to quantity of parts in each date code shipped. Any mixed lot or date codes of parts will be subject to return to the supplier unless the quantity in each lot or date code is specified and segregated.

## 2. Q002. Calibration Seller’s Quality Program Requirements

1. The Seller shall, in the performance of this PO, provide and maintain a quality program that is in conformance with ARKA Quality Program Requirements as follows:
  - a. Calibration Service supplier for test and other critical production equipment must be the manufacturer, a sole calibration source, or certified in good standing with one of the following:
    - i. ISO 9001:2015 with National Institute of Standards and Technology (NIST) Traceability and/or ANSI/NCSL Z-540-1 compliance
    - ii. AS9100 with NIST Traceability and/or ANSI/NCSL Z-540-1 compliance
    - iii. ISO 17025 with compliance to ANSI/NCSL Z540-1 or newer
    - iv. ANSI/NCSL Z540-3

- b. The certificate generated upon completion of the calibration shall state the following:
  - i. The quality standard that the calibration and/or quality system is certified to.
  - ii. That all measurements are traceable to NIST.
  - iii. Environmental conditions (when relevant to the accuracy of the instrument).
  - iv. As found / as left data, plus any fundamental or intrinsic values used.

### 3. Q003. Manufacturer Seller’s Quality Program Requirements

- 1. The Seller shall, in the performance of this PO, be in good standing, and maintain a quality program that is in conformance with ARKA Quality Program Requirements as follows:
  - a. Any Manufacturing supplier for critical supplies must conform to at least one of the following:
    - i. An ISO 9001:2015 certified quality system
    - ii. An AS9100 Rev D certified quality system
    - iii. Approved by ARKA Customer in writing
    - iv. A sole source supplier for a particular material
    - v. Approved by ARKA survey or audit

### 4. Q004. Technical Information

- 1. Technical information describing items on the PO must accompany first shipment. This information is acceptable in the form of supplier's catalog or datasheets or other published documents containing identification, marking, physical dimensions and tolerances, functional characteristics, typical test data, or other pertinent information upon which receiving inspection can be based. The information must reference the applicable PO number and be attached to the packing slip or be enclosed in a separate envelope addressed to ARKA Receiving Inspection. Acceptance of Seller’s product will be delayed at ARKA until this information is available at receiving inspection.

### 5. Q005. Data

- 1. Data or test reports as specified in the order or the specification are required under this order. Unless otherwise specified, the Seller will furnish with the shipments one copy of test reports/data indicating the performance of the items on the PO as required by the PO, applicable drawings, and/or specifications. Data or reports will be identified in accordance with the specification, but the identification must show as a minimum:
  - a. ARKA PO number
  - b. Part number
  - c. Type of test performed

- d. Total quantity tested and quantity rejected
- e. Lot numbers, serial numbers, or date codes of items tested
- 2. Shipments requiring data shall not be shipped without accompanying data unless authorized by ARKA.

## 6. Q006. Certification Report, Physical, and/or Chemical

- 1. Physical and/or chemical certification reports related to the material used on this PO shall accompany each shipment to ARKA. The report must specifically identify the material, finish, and/or process utilized and reference the applicable specification, part number revision, and ARKA PO number. Shipments received without specified certifications are subject to rejection by ARKA.
  - a. Material
  - b. Finish (plating, painting, etc.)
  - c. Processes
  - d. Chemical analysis (analytical results)

## 7. Q007. Inspection Tooling

- 1. Seller is held responsible for the protection, calibration, and care (other than normal wear) of all inspection tooling and equipment that may be loaned to and/or purchased by the Seller from ARKA to facilitate performance of work on this PO. Seller shall not perform modifications on any tooling unless provided by contract change. All modifications must be inspected and accepted by ARKA. Said tooling, or replacement tooling of equal quality, shall be returned in an acceptable condition, upon demand or notice to the Seller from ARKA. Seller will also provide adequate packaging of returned inspection tooling and equipment.

## 8. Q008. Identification and Shelf Life

- 1. Each container, package, or material shall be identified as to storage environment, if required, and manufacturers' batch, lot, or process control number. ARKA may refuse to accept material with more than 50 percent of the shelf life expired at the time of receipt.
- 2. The manufacturer shall:
  - a. Identify date of manufacture.
  - b. Include Safety Data Sheet (SDS), required with each shipment.
  - c. Identify each container.
  - d. Specify storage environment.
  - e. Supplier shall provide limited shelf life information (when applicable).

## 9. Q009. Material Traceability

1. The Seller shall, in the performance of this PO, provide and maintain a system of traceability on all material, components, and parts. Identification of electrical and electronic parts of articles stated shall be traceable to manufacturer, date of manufacture, and manufacturer's lot control number.

## 10. Q010. Drawing Control

1. When design is Seller's responsibility, Seller shall not make any change in materials or design details which would affect the part or any component part number thereof with regard to:
  - a. Part number identification
  - b. Physical or functional interchangeability
  - c. Repair and overhaul procedures and processes and material changes which affect these procedures, without prior written approval of ARKA, and without revising the part numbers and the originals of all drawings or data affected by the change.

## 11. Q011. Authority for Rework or 100 Percent Inspection of Vendor Purchased Material

1. Seller reimbursement to ARKA for the cost of ARKA rework or 100 percent inspection required to bring discrepant material to the specified quality level will be negotiated between ARKA purchasing and the supplier.

## 12. Q012. Distributor Supplied Parts

1. The Seller shall only provide parts or materials from manufacturers specified by the PO and the Seller shall identify the manufacturer of each separate item furnished under the PO (*commercial grade product / No certification is required*).
2. When a requirement is for military specification hardware, Seller 'S certification shall state that parts supplied against the PO meet all requirements as set forth in the applicable military specification and were manufactured by a qualified military specification manufacturer. When a requirement is for an electrical device, certification must comply with the governing specification. (note MIL-S-19500, paragraph 3.3.1, for discrete semiconductor devices.) When parts are to be identified by an ARKA specified part number, the Seller shall also provide complete information as to original manufacturer and original manufacturer's part number. Such identification shall accompany each shipment. (*military grade product / Certificate of Compliance is required*).

### 13. Q013. Marking Permanence

1. Legibility and permanence of marking on items shipped against this PO shall be in accordance with MIL-STD-883 Method 2015 for microelectronics, MIL-STD-750 Method 1022 for discrete active devices, and MIL-STD-202 Method 215 for all other parts. ARKA Receiving Inspection may test marking on a sample of the product delivered and may return for rework or replacement by the supplier any or all parts received which represent the failed sample.

### 14. Q014. Electrostatic Discharge Protection

1. All Electrostatic Discharge Sensitive (ESDS) components or assemblies containing ESDS components will be packaged and shipped in Electrostatic Discharge (ESDS) protective material per ANSI/ESD S20.20.
  - a. Any ESDS components or assemblies received in house that are not contained in proper ESD protective material will be subject to return to the Seller.
  - b. Seller shall provide and maintain a program for ESD control for all ESD sensitive items to be furnished on this procurement. The Seller 'S ESD control program is subject to review and approval by ARKA as specified by military specifications.
2. DEVICE CLASSIFICATION:
  - a. Class 0: Sensitivity range 0 to 200 V.
  - b. Class 1: Sensitivity range 200 to 1000 V.
  - c. Class 2: Sensitivity range 1000 to 4000 V.
  - d. Class 3: Sensitivity range 4000 to 15,000 V.
    - i. Any material with class 0 ESDS rating will be clearly indicated on the primary and secondary packaging. All ESD packaging shall have labels with ESD sensitivity levels indicated on them along with current remaining exposure times.

### 15. Q015. Date Code Restrictions

1. Seller shall provide devices with a date code of less than two years from time of manufacture.

### 16. Q016. ITAR Compliance

1. Seller shall maintain comprehensive operational compliance programs, including manuals, to effectively meet International Trafficking in Arms Regulations (ITAR) regulations as outlined in the 'Compliance Program Guidelines' publication through the **Bureau of Political Military Affairs / Directorate of Defense Trade / Controls Office of Defense Trade Controls Compliance.**

- a. ARKA is committed to full compliance with U.S. Export control laws and regulations. This includes the Arms Export Control Act and The International Trafficking in Arms Regulations (ITAR), BIS Export Administration Regulations (EAR), DHS, and others. ARKA requires that the Seller shall not disclose or export any ITAR or EAR restricted information, product or communications outside of authorized recipients. Seller must also keep records of all export activities for at least as long as the law requires.

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**Note:** ARKA works with the United States Department of State, Department of Commerce, Census Bureau, and Customs and Border Patrol to ensure no technologies get improperly exported.

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## 17. Q017. Acceptance Test Procedures

- 1. Acceptance Test Procedures (ATP): The Seller shall generate an ATP for final acceptance testing, to include any revision of the ATP, as well as test programs, software, and hardware. The ATP shall include equipment lists, equipment calibration status, and test procedure and data sheet(s) necessary to verify the functional requirements, weight, and outline of dimensions required by the equipment specification. This ATP and any subsequent changes must be submitted in advance prior to testing deliverable end items. The Seller shall provide final complete detailed ATP data for each item, and as authorized by a representative of the Seller’s Quality function with each shipment.

## 18. Q018. Software

- 1. Any software used for qualification or acceptance of hardware or software deliverables, including firmware, shall have a system for control including procedures, records and revisions available for review any time upon request from ARKA.

## 19. Q019. Printed Wiring Board Coupons/Cross Sections Retention

- 1. The Seller shall maintain all coupons/cross sections for the Printed Wiring Board (PWB) final quality inspection associated with this PO for a minimum of 5 years after the PO is closed.

## 20. Q020. Lot Date Code Four Years

- 1. Seller shall, for each part identity, provide all parts with a lot / date code no more than four (4) years prior to the date of the PO to ARKA.

## 21. Q021. Certificate of Conformance

1. Seller shall provide a certification with each shipment to attest that the materials furnished to ARKA are in conformance with applicable requirements of the contract. Certification must contain the following:
  - a. ARKA PO number
  - b. Part number specified on ARKA PO
  - c. Drawing Number and Rev (if applicable)
  - d. Name and address of manufacturing location (or Cage Code)
  - e. Quantity shipped
  - f. Manufacturer's traceability is required (Ex. Lot, heat, batch, date code, serial number), except for commercial specification items that do not have a traceability requirement.
  - g. Signature and date by Seller representative (electronic signature is acceptable)  
The applicable material test results, process certifications and inspection records shall be presented upon ARKA's request. Organization shall perform inspection, as necessary, to determine the acceptability of all articles under this PO. All articles submitted by Seller under this PO are subject to final inspection and acceptance at ARKA's facility.

## 22. Q022. Contractual Changes

1. Seller makes no changes to the design, specification, configuration, material, part, or manufacturing process which affects the form, fit, function, reliability, or maintainability of goods without prior written approval from the ARKA project manager.
2. The Seller shall provide in writing advance notification to the Customer of any change(s) to tooling, facilities, materials or processes at the Seller or the Seller's sub-tier supplier that could affect the ARKA's contracted product. This includes, but is not limited to, fabrication, assembly, handling, testing, facility location or introduction of a new sub-tier supplier.

## 23. Q023. First Article Inspection

1. Seller is required to perform 100 percent inspection and record the attributes for the First Article of this Contract / PO and shall be in accordance with AS9102. If the deliverable is an assembly, this inspection shall also include all of the piece parts that make up the assembly. The inspection records and data shall be per AS9102 and shall identify each characteristic and feature required by design data, the allowable tolerance limits, and the actual dimension measured as objective evidence that each characteristic and feature has been inspected and accepted by the Seller's quality and inspection function. When testing is required, the parameters and results of the test shall be

recorded in the same manner. The First Article Inspection Report must show evidence of acceptance by the Organization's quality assurance representative.

2. The First Article(s) shall be produced on production equipment and using processes which will be utilized on production runs.
3. Records of all First Article activity will be documented as required in AS9102, treated as quality / acceptance records, and made available to Customer if requested.