



# Standard Quality Requirements

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## 1. Purpose

- 1.1. The purpose of this Document is to communicate CPP Euclid requirements and expectations to suppliers that will be providing products, materials, processes, and services used within CPP Euclid manufacturing processes.
- 1.2. The manual is intended to assist suppliers in their understanding of requirements regarding specific management, communication, and reporting processes.
- 1.3. The requirements of this manual are additional requirements to those specified on purchase orders, Terms and Conditions, specifications, work instructions and PEI's.

## 2. Scope

- 2.1. The contents of this manual apply to all CPP Euclid suppliers of production products and services. The requirements of this manual shall flow down to sub tier suppliers if those supplier's products are used in the process of supplying CPP Euclid. Suppliers should ensure that the flow down of this document is included to the flow down from tier one suppliers to subsequent levels of the supply chain.

## 3. Management System Requirements

- 3.1. CPP Euclid encourages suppliers to develop fundamental quality systems that comply with the standards of quality and provide for continued improvement of the supplier's quality system(s) while emphasizing and endeavoring to attain zero defects, reducing variation and waste, and continuously improving on time delivery.
- 3.2. QMS Certification defined in AS13100 Table 2 should be followed for all organization types. Any deviation from these requirements shall be reported to CPP Euclid for further guidance. Special Processors must comply with AS13100 Table 2, Type 4 requirements for QMS certification. Any organization identifying as a Production Shop Assist Only shall contact CPP for concurrence. For these requirements, suppliers without the necessary credentials will not be used and will not be placed on the CPP Euclid ASL. For 9100 certified Suppliers, the OASIS database, and the OASIS NG (Next Generation) Feedback Process shall be used.
- 3.3. Suppliers are expected to adhere to all Statutory and Regulatory requirements for International Trade In Arms Requirements (ITAR) registration, and could be requested to obtain registration if requirements dictate the need for ITAR required supply base flow down. Suppliers will be registered and present evidence of compliance prior to a purchase order being awarded.
- 3.4. At this time CPP Euclid does not require suppliers to obtain certification to the ISO 14001, environmental management system; however, suppliers are strongly encouraged to use the ISO 14001 as the basis for their environmental management system development.
- 3.5. At this time CPP Euclid does not require suppliers to obtain certification to the OSAS 18001, Occupational Health and Safety management system; however, suppliers are strongly encouraged to use the OSAS 18001 as the basis for their Occupational Health and Safety management system development.
- 3.6. CPP Euclid maintains certain requirements as directed by our customers for suppliers to ensure right of access by CPP Euclid, our customers and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order. Records shall be readily available for on-site review at the supplier by CPP Euclid, our customers and regulatory authorities within one [1] day. If CPP Euclid requests records to be furnished for review, these

records shall be made available for delivery within three [3] working days of notification. Any restrictions to right of access will require a risk mitigation plan between CPP and the supplier.

- 3.7. Supplier shall plan, implement, and maintain a counterfeit part and material prevention process in accordance with AS6174. Counterfeit parts or material shall be reported to CPP within 24 hours of it being confirmed.
- 3.8. Supplier shall establish and maintain an effective FOD Program that meets or exceeds AS9146.
- 3.9. Every supplier shall ensure CPP Euclid requirements are disseminated to the appropriate personnel as well as providing awareness training on the importance of meeting those requirements. On-time delivery and Quality attainment zero defect prevention, reducing variation and waste shall be emphasized. CPP Euclid requires that suppliers ensure their personnel are aware of and provide training in the following areas:
  - 3.9.1. Quality system documented information and changes
  - 3.9.2. Contribution to product, process or service conformity and quality
  - 3.9.3. Implications of not conforming with quality requirements
  - 3.9.4. Contribution to product safety
  - 3.9.5. Importance of ethical behavior so decisions are made based on facts, truth, and honesty
  - 3.9.6. On time delivery
  - 3.9.7. Counterfeit material prevention
  - 3.9.8. FOD Prevention
- 3.10. The CPP Euclid PO will define the CPP Euclid Work Instruction (WI), Product Engineering Instructions (PEI), and/or specification that product, processes, or services are required to be completed to. The PO will either reference a specific revision to a WI, PEI, and/or specification that the supplier is required to work to or state to work to the current revision in QT9 (Quality Management Software). The required WI, PEI, and/or other specification will be available through QT9. CPP Euclid will not provide industry standard specifications. Supplier is responsible to procure industry standard specifications.
  - 3.10.1. If the PO states to work to a specific revision of a WI, PEI, and/or specification and the revision of the referenced document(s) changes, CPP Euclid's Purchasing Department will issue an updated PO indicating the new revision.
  - 3.10.2. If the PO states to work to the current revision in QT9, the PO **will not be updated** when there is a document revision. When there is a document revision change, the supplier will receive an email stating there is a change to documentation referenced on a purchase order. The supplier is responsible to log into the QT9 Document Portal to retrieve the required documentation and review the documentation for ability to comply. The supplier is responsible for compliance to the new revision at the time of issuance of a new revision as QT9 issues notification via email when a change occurs. If the supplier cannot comply with the new revision posted in QT9, the supplier must contact CPP Purchasing immediately to take exception to the new document. CPP and the supplier will work through any issues and create and plan if necessary to come to compliance.
- 3.11. **Please note:** It is the supplier's responsibility upon accepting a purchase order to ensure their organization has a functional username and password for QT9 to ensure documentation is received. Please contact the CPP Euclid Quality Manager with QT9 concerns.

## 4. Manufacturing, Raw Material, Special Processes

- 4.1. GE Aviation has designed and is the end user of all CPP Euclid part numbers.
- 4.2. Suppliers are required to comply with applicable requirements in GE Aviation specification S-1000.
- 4.3. Material certifications and Special Process Certificate of Conformance documents including test reports shall be provided to CPP Euclid with shipment of product. Required testing shall be performed by a certified GE S-400 testing lab for all CPP Euclid parts as they require Source Substantiation (Ref: [S-1001](#) and P1TF17).
- 4.4. Material and Special Process Test results shall reflect all requirements required per the CPP PO requirements, specifications, work instructions and/or PEI's and conform to required limits. Documented evidence of this conformity shall include a listing of each material element or test result in the applicable test report. The applicable test report, which shall be signed by a cognizant test laboratory person, shall be performed by a certified testing lab for CPP Euclid parts as they all require Source Substantiation (Ref: [S-1001](#) and P1TF17) clearly describe whichever of the following is correct:
  - 4.4.1. All tests and inspections have been performed and results meet the drawing and/or specification requirements, or
  - 4.4.2. All tests and inspections have been performed and the results meet all the drawing and/or specification requirements, except \_\_\_\_\_, which does not meet requirements, or
  - 4.4.3. All tests and inspections have been performed and the results meet all drawing and/or specification requirements, except test(s) \_\_\_\_\_, which was not performed per the drawing and/or specification requirements.
- 4.5. Material and Special Process Test results shall contain the following:
  - 4.5.1. Clear identification that each test result conforms to specification, WI, or PEI requirements
  - 4.5.2. Clear identification of any test or inspection required by specification, WI, or PEI but not performed
  - 4.5.3. Numerical results for all chemical tests (including tramp/trace elements) required by specification, WI, or PEI.
  - 4.5.4. Numerical results for all mechanical tests required by specification, WI, or PEI.
  - 4.5.5. Results of other tests required by specification, WI, or PEI (e.g., beta transus, grain flow direction)
  - 4.5.6. All results shall be stated in the required units of measure (e.g., English vs. Metric, Rockwell vs. Brinell)
  - 4.5.7. All results shall use the same terminology as in the specification, WI, or PEI (e.g., Ni3cb vs. Delta Phase)
  - 4.5.8. Conversions shall be noted (e.g., hardness conversions)
  - 4.5.9. Test conditions shall be noted (e.g., temperature, stress rupture load, method of determining beta transus)
  - 4.5.10. When numerical tests are not applicable, a certificate of conformance shall be provided
  - 4.5.11. For drawing and/or specification requirements (test or inspections), which are "capability tests", a statement of capability shall be included.
  - 4.5.12. Equipment identification, acceptance criteria, actual test results and traceability to actual person performing the work

## 4.6. Material Certifications

- 4.6.1. Suppliers must provide evidence of compliance to material specifications through material and performance test results. Certificates of Analysis must accompany each material shipment for receiving inspection of material at CPP Euclid.
- 4.7. Process Certifications
  - 4.7.1. Suppliers must provide evidence of compliance to process specifications through submission of Certificates of Conformance which must accompany each process purchase Order.
  - 4.7.2. Depending on the nature of the outsourced process, Test Reports may also be required for control of outsourced requirements as defined by specification, work instruction or PEI.
- 4.8. Material sent to CPP Euclid shall be the material represented by the Material Test Report and C of A and properly identified per PO requirements.
- 4.9. For EDM non-conventional machining applications for CPP Euclid parts which are Source Substantiated parts, GE Aviation Specification [S-422](#) applies.
- 4.10. For furnace brazed hardware and furnace brazed joint evaluation, GE Aviation Specification [S-405](#) applies.
- 4.11. Sampling of Non-Destructive Testing (NDT) is not permitted when the NDT is performed to fulfill a specification, WI, or PEI requirement. This does not apply to in-process NDT used to increase yield.
- 4.12. NC program changes, including administrative changes, shall be verified on the processes prior and after the program changes.
- 4.13. When requested by CPP Euclid, suppliers shall collect and submit Statistical Process Control (SPC) or Cpk data.
- 4.14. Product Verification
  - 4.14.1. Where the CPP delegates verification activities to the supplier, usage of CPP defined delegated product release verification shall only be further delegated if it has been formally approved by CPP.
  - 4.14.2. Where CPP delegates product release, delegated qualification shall require the completion of training for self-release delegates. Supplier Self Release Training Requirements may be implemented to satisfy this requirement (reference AS13001).
  - 4.14.3. When product acceptance authority media are used (e.g., stamps, electronic signatures, passwords), the supplier shall establish controls for the media appropriate to:
    - 4.14.3.1. Avoid misuse
    - 4.14.3.2. Establish traceability to the authorized user
    - 4.14.3.3. Avoid duplication
    - 4.14.3.4. Align to responsibilities and authorities defined within the quality system
    - 4.14.3.5. Maintain good condition and legibility

## 5. Approved Supplier List

- 5.1. Production products, materials, processes, and services will only be purchased from suppliers on the CPP Euclid Approved Supplier List (ASL) that are approved by the organization's Quality Manager or designee.



- 5.1.1. New & current NADCAP suppliers will be characterized on the Approved Supplier List based on the applicable special process they are registered and approved for. The supplier organization must make CPP Euclid Purchasing aware of additional NADCAP credentials other than those approved for supply with Consolidated Precision Products, Inc., if they wish to be considered for those specific special processes.
- 5.1.2. CPP Euclid requires Direct suppliers to complete the self-assessment survey every three years at a minimum.
  - 5.1.2.1. This survey will be sent to each supplier by the CPP Euclid Purchasing Buyer via email or other method.
  - 5.1.2.2. It is the supplier's responsibility to complete the survey and return the results as requested.

## 6. Supplier Assessments/CPP Euclid Audits

- 6.1. With prior notification, CPP Euclid may conduct audits at suppliers' facilities. The goal of these audits is to understand and identify suppliers' capabilities, constraints, quality programs, quality systems, requirement adherence and continued improvement efforts.
- 6.2. Potential suppliers may be audited as part of the CPP Euclid sourcing process. Current or potential suppliers may be audited if there are ongoing delivery or quality issues and to confirm capability to meet the requirements of a potential or actual order.
- 6.3. Work Transfer or manufacturing site changes, such as moves to a different supplier, outsource of a specific process to a sub tier, a change in supplier manufacturing facility, and changes in production equipment or methods, or similar type changes. (see PCN below) These changes may require a customer audit of the change process. Suppliers are strictly prohibited from delivering product to CPP Euclid that was manufactured using the changed process without prior notification and acknowledgement from CPP Euclid Purchasing See Section 7.0 (PCN)
  - 6.3.1. Suppliers may be sent a self-assessment when they are new or have undergone a management change or acquisition. This self-assessment should be returned prior to CPP Euclid conducting the audit. Following the audit, CPP Euclid will forward our findings and any needed corrective actions applicable to the supplier. Results of the audit will be used in the sourcing decision action relative to potential suppliers and ongoing approval status of current suppliers.

## 7. Process Change Notification (PCN)

- 7.1. A Process Change Notification must be submitted by the supplier to CPP Euclid Purchasing and acknowledged by CPP Euclid Quality Management Representative if any of the following occur:
  - 7.1.1. Change in the manufacturing process flow and or tooling / equipment or technology used for production of CPP materials/product.
  - 7.1.2. Changes relative to equipment, tooling, or fixtures used in the manufacture/service affecting capacity for currently approved and ongoing blanket production orders.
  - 7.1.3. Changes under consideration of materials used in the product supplied deferring from those applicable to CPP Euclid Purchase Order requirements
    - 7.1.3.1. Manufacturing location changes
    - 7.1.3.2. Sub-supplier changes
    - 7.1.3.3. Changes in Quality System Certification Status
- 7.2. Product produced after any of the above changes cannot be shipped to CPP Euclid without acknowledgement of the change from CPP Euclid Quality Management.

- 7.3. CPP Euclid Quality Management may request specific dimensional data or Source Substantiation Data submission as a means to validate the changes for approval of the process as dictated by CPP Euclid requirements and our customer requirements.

## **8. Engineering Change Request (ECR)**

- 8.1. If a supplier wishes to request a change to a specification, Work Instruction (WI) or PEI supplied by CPP Euclid an Engineering Change request must be submitted to CPP Euclid Purchasing for consideration and approval by CPP Euclid Engineering Department. Changes must not be made until approved in writing by CPP Euclid Engineering.
- 8.2. CPP Euclid Quality or Engineering may request dimensional or process data from the supplier as means to validate the requested change.

## **9. Calibration and Laboratory Requirements**

- 9.1. Suppliers shall establish a method to calibrate and/or verify, at specified intervals, or prior to use all measurement and test equipment used to identify the conformity of CPP Euclid products and processes.
- 9.2. Suppliers are required to maintain a register of calibrated items that includes the asset number, calibration date, calibration due date, calibration supplier used, status of calibration and certificate number associated with the asset. Periodic audits of these assets will be available for customer audit requirements as determined by CPP Euclid Quality & customer requirements.
- 9.3. The calibration of the measurement standards used to calibrate measurement and test equipment must be traceable to international or national measurement standards (i.e. N.I.S.T.).
- 9.4. Records of the results of calibrations and verifications shall be maintained.
- 9.5. All third-party laboratories used by the supplier to test products intended for CPP Euclid shall be registered to the ISO17025 standard or Nadcap accredited.
- 9.6. All third-party calibration service companies used by the supplier or approved for use by CPP Euclid to calibrate the equipment at the supplier's location for the supplier's requirements in meeting CPP Euclid requirements or calibration suppliers approved for calibration of assets for CPP Euclid that is used to measure and or test products intended for CPP Euclid product conformity shall be registered to the ISO17025 standard or NADCAP Accredited.

## **10. Non-Conforming Material**

- 10.1. Whenever nonconforming product, processes or services are found the material must be contained and prevented from being moved to the next operation and shipped to CPP Euclid.
- 10.2. Suppliers are responsible for developing a process to protect CPP Euclid from receiving material that does not meet defined quality requirements, specifications, work instructions and PEI's.
- 10.3. Suppliers must immediately notify the CPP Euclid Purchasing and Quality if suspect nonconforming material or confirmed nonconforming material has escaped from their facility and has been shipped to CPP Euclid.
- 10.4. Suppliers shall notify CPP Euclid Purchasing and CPP Euclid Quality of any non-conforming product. CPP Euclid Purchasing and Quality shall provide direction to the supplier regarding



what is physically to be done with the part and will provide disposition of the material to the supplier.

- 10.5. Suppliers must take action to eliminate the nonconformance in the product and implement long term actions to eliminate the causes of the nonconformance. The supplier must also determine if similar non-conformances could potentially arise within their process and take preventative measures to eliminate those potential areas of risk affecting CPP Euclid from a process perspective.
- 10.6. No repair/rework is permitted by a supplier without CPP Euclid Engineering & Quality approval prior to any work being conducted. Suppliers may be responsible for all costs associated with performing unauthorized work on CPP Euclid product. Rework is defined as an operation that is carried out to rectify a manufacturing fault or error from processing. Repair is defined as an addition of material that is foreign to the original product material, product geometry and/or that would alter the chemistry of the component and would deviate from the customer requirements as defined in the Purchase Order.

## 11. Temporary Deviation

- 11.1. If a supplier manufactures product that does not conform to CPP Euclid specifications and lead-time does not allow permanent corrective action due to CPP Euclid production requirements a temporary deviation request must be submitted to CPP Euclid Purchasing and Quality and approved prior to shipping non-conforming material.
- 11.2. CPP Euclid Quality approval will be based on how deviations might impact the form, fit and function of the product.
- 11.3. Deviation requests must include details of the non-conformance, the quantity of product affected and the actions that are being taken for subsequent orders.
- 11.4. Deviation requests must be sent to CPP Euclid Purchasing and approved by CPP Euclid Quality prior to work being started.
- 11.5. No scrap is permitted by a supplier without CPP Euclid Disposition. No repair/rework is permitted by a supplier without CPP Euclid Engineering & Quality approval prior to any work being conducted. Suppliers may be responsible for all costs associated with performing unauthorized work on CPP Euclid product. Rework is defined as an operation that is carried out to rectify a manufacturing fault or error from processing. Repair is defined as an addition of material that is foreign to the original product material, product geometry and/or that would alter the chemistry of the component and would deviate from the customer requirements as defined in the Purchase Order.

## 12. Problem Resolution: CAR Process

- 12.1. Upon receipt of nonconforming material CPP Euclid Quality may issue a Corrective Action Request (CAR). Nonconforming material can be found during incoming inspection, audit, assembly or returns.
- 12.2. If problems are found during pre-production or are considered minor issues CPP Euclid may issue Quality Alerts to the supplier describing the problem.
- 12.3. CPP Euclid reserves the right to conduct third party sort at the supplier's expense and or rework suspect material to avoid shutdown of its production.

- 12.4. Within 48 hours of notification of defective product through CAR, suppliers must:
  - 12.4.1. Implement actions for Containment
  - 12.4.2. Inform CPP Euclid Purchasing and Quality of the action plan to fix the process issue and/or replace suspect material
  - 12.4.3. Identify, develop, and communicate to CPP Euclid Purchasing and Quality the action plan to address short term corrective actions
  - 12.4.4. Send initial CAR responses to CPP Euclid Purchasing and Quality.
- 12.5. After notification of non-conforming product, process or service suppliers shall:
  - 12.5.1. Define and verify Root Causes of defect and Escape
  - 12.5.2. Determine, document permanent corrective actions for Root Cause and Corrective Action and communicate the action plan for addressing long term elimination of the issue so that it does not recur.
  - 12.5.3. Send permanent corrective action plan / CAR response to CPP Euclid Purchasing and Quality.
- 12.6. CPP Euclid Quality will analyze the final CAR response and provide the supplier with a decision on closure of the CAR. CAR responses will be Accepted or Rejected. Resubmission of the CAR response with discrepancies corrected is required within 5 calendar days of notification of rejection.
- 12.7. Approval and closure of CAR response approval will be at the discretion of CPP Euclid Quality. All CARs will remain open until CPP Euclid requirements are met.
- 12.8. CAR responses will be included as criteria for the supplier evaluation process for continued use of suppliers and for future consideration in CPP Euclid opportunities.

### 13. Problem Solving Expectations

- 13.1. When CPP Euclid Quality issues a CAR, suppliers are required to submit a formal response. CAR responses may be in their own format. Below is a list of information that is required to be included in the CAR response.
- 13.2. **Problem Statement**
  - 13.2.1. Define problems in detail
  - 13.2.2. Identify “what is wrong with what”
  - 13.2.3. List requirements concerning defect
  - 13.2.4. Identify when the problem started
  - 13.2.5. List manufacturing dates of defective material
- 13.3. **Interim Containment Action**
  - 13.3.1. Define and verify Interim Containment Actions – including Action Plan
  - 13.3.2. Provide daily sort results
  - 13.3.3. All stock locations should be purged of suspect stock
  - 13.3.4. Describe method of sorting / inspection, and method of identifying sorted product
  - 13.3.5. Validate effectiveness of interim containment activities
- 13.4. **Root Cause Analysis**
  - 13.4.1. Define the root cause in Detail
  - 13.4.2. Verify the root cause
  - 13.4.3. Address the Escape Point (Place in the process where the effect of the root cause should have been detected and contained)
  - 13.4.4. Use the 5 Why approach or other investigation tools as needed

## 13.5. ***Permanent Corrective Actions***

- 13.5.1. Must address the root cause and the Escape Point
- 13.5.2. Must be very detailed. (Describe who will do what and how it will be implemented and when) – Included in the action plan.
- 13.5.3. Verify and validate the corrective actions. Describe in detail method of verification.
- 13.5.4. Corrective actions must not cause any other problems

## 13.6. ***Prevent Recurrence***

- 13.6.1. Modify necessary policies and procedures to prevent reoccurring problem, inclusion of training, and preventative measures, including poke-a-yoke (error proofing) methods implemented.
- 13.6.2. Evaluate whether corrective actions can be implemented on similar products or processes.

## 14. **Supplier Ratings**

- 14.1. CPP Euclid Supply Chain Manager has implemented a system whereby a supplier is rated according to their Quality and On Time Delivery performance.
- 14.2. CPP Euclid Supply Chain Department will distribute supplier score cards to each critical supplier once each calendar year at a minimum.
- 14.3. Suppliers are expected to develop continual improvement projects and initiatives based on the score card feedback to reduce negative impacts relative to risk of supply goals for CPP Euclid products, processes, and services.

## 15. **Supplier Development**

- 15.1. CPP Euclid views the supplier as part of the organization and endeavors to partner with its supply chain in achieving its goals. To that end, CPP Euclid can provide assistance to suppliers having trouble meeting performance levels and specifications set by CPP Euclid in order to achieve customer requirements. These include:
  - 15.1.1. Resolution of critical issues
  - 15.1.2. Assist suppliers with improvement activities
  - 15.1.3. Work with potential suppliers to improve capabilities to be added to the Approved Supplier List
  - 15.1.4. Conduct specific training when a need has been identified.

## 16. **Supplier Quality Meetings**

- 16.1. Poor performing suppliers will be required to attend Quality Reviews when their performance drops below acceptable levels.
- 16.2. Meetings are mandatory and will be initiated by CPP Euclid Supply Chain Manager or designee
- 16.3. The purpose of these meetings is for Suppliers to present containment and corrective actions to improve their performance in the deficient areas identified by CPP Euclid
- 16.4. Suppliers can be called to attend for the following reasons:
  - 16.4.1. Poor Quality performance
  - 16.4.2. Repetitive Issues
  - 16.4.3. Responsiveness to concerns raised by CPP Euclid

#### 16.4.4. Delivery performance

- 16.5. Suppliers will be notified of meetings in advance and will be required to have attendees from Plant Management and Quality Management. CPP Euclid will notify the supplier if a representative from Top Management is required. Other personnel may also be required to attend to ensure that resolution is made.
- 16.6. Meetings may be held at CPP Euclid, or via phone / internet conferencing.

### 17. Supplier Status Change (Disapproved)

- 17.1. Suppliers may be placed on Disapproved or Conditional status if the supplier is financially unstable or is unable to adhere to requirements set forth by CPP Euclid through severe quality or delivery issues that are unresolved, and considerations will be determined where the supplier refuses to participate in the resolution process. The supplier will be notified upon being placed on Disapproved or Conditional approval status.
- 17.2. The following may occur if a supplier is placed on Disapproved status:
  - 17.2.1. Formal meeting with CPP Euclid Supply Chain Manager or designee and/or Quality Manager or designee
  - 17.2.2. Placed on Disapproved status on the Approved Supplier List
  - 17.2.3. If the supplier is classified as Disapproved, no purchase order will be placed with the supplier.
  - 17.2.4. Exempted from participation on future business opportunities.
  - 17.2.5. Supplier Development efforts by CPP Euclid or designated third party.
- 17.3. To be removed from Disapproved status the supplier must implement corrective actions for the cause of their deficiencies and address preventative actions to prevent recurrence.
- 17.4. A Formal Action Plan for implementation must be provided to CPP Euclid Supply Chain Manager or designee and Quality Manager or designee for approval. Evidence will be required as confirmation of implementation relative to the formal action plan.
- 17.5. Once a supplier has satisfied the requirements of CPP Euclid Quality Manager they will return to the Approved Supplier List. An audit may be required to confirm the formal action plan is effective, prior to changing the status of the supplier to "approved" as Determined by the suppliers' response to the corrective action and problem resolution process by the quality and purchasing management of CPP Euclid.

### 18. Cost Recovery

- 18.1. Suppliers may be responsible for all costs associated with CPP Euclid or CPP Euclid's customers receiving supplier's defective material as detailed in the CPP Euclid Terms and Conditions.
- 18.2. The supplier will be contacted ahead of time if CPP Euclid suspects a defect is supplier related. At this point, collectively both parties will determine how to move forward. If applicable (and time permits) CPP Euclid will return product for sorting/reworking. Product returned to the supplier may be at their expense and will result in a debit for the value of the product. Rejections may affect the supplier's rating and quoting on future jobs.

- 18.3. All costs will be debited from the supplier's account. Upon notification of the intent to debit, suppliers are permitted to appeal the charges. If there is no response from the supplier, CPP Euclid will consider this lack of response as acceptance of the charges.

## 19. Delivery Requirements

- 19.1. Suppliers are required to achieve On Time Delivery per the Score Card metrics defined by the CPP Euclid Supply Chain Manager. On time delivery is defined as -3 to +5 days of the confirmed delivery date.
- 19.2. Early deliveries are counted against the supplier's rating as much as late deliveries. If a supplier will be unable to deliver product by the agreed upon due date it is the supplier responsibility to notify CPP Euclid Buyer prior to missing the delivery date
- 19.3. For nonconforming material see section 10 nonconforming material for handling and shipment.

## 20. Labeling & SDS Requirements

- 20.1. It is imperative that raw materials and packaging supplies delivered to CPP Euclid be labeled, packaged, palletized, and documented exactly to the requirements we have established.
- 20.2. CPP Euclid has two labeling requirements for all materials (except new empty packaging).
- 20.2.1. A combination HMIS and Product label may be used as long as all necessary information is clearly printed and readable.
- 20.3. **HMIS: Label (US Hazardous Materials Identification System)**
- 20.3.1. The first label is a three-colored HMIS label. HMIS labels are required for any and all packages containing chemical and or potentially hazardous ingredients.
- 20.3.2. HMIS Labels can be printed by you to our specification or purchased from a third party.
- 20.3.3. HMIS labels contain the Product Code, HMIS Code and material description.
- 20.3.4. This label must contain the data in accordance with the guidelines established in ANSI Z129.1-2006 AND consistent with the United States Occupational Safety and Health Administration (OSHA) Hazard Communications Standard (HCS; 29 CFR 1910.1200) and the substance specific standards (29 CFR 1910.1001-1052).
- 20.3.5. If in doubt – ask your CPP Euclid Buyer or the CPP Euclid. Environmental Health and Safety Manager if an HMIS label is required.
- 20.3.6. This HMIS label requirement is in addition to the labeling required for compliance to the Global Harmonization Standard (GHS) and OSHA 29 CFR Parts 1910, 1915, 1917, 1918, and 1926.
- 20.4. **Product Identification Label.**
- 20.4.1. The second label shall have the CPP Euclid Product ID number clearly printed.
- 20.4.2. The label shall have the quantity of product in the package clearly printed.
- 20.4.3. The label should have the purchase order number and purchase order line number clearly printed.
- 20.4.4. The label shall have a Lot number (unique identifier traceable within your system)
- 20.4.5. The label medium shall be white in color with black printing.
- 20.4.6. The size of the label medium shall be determined by a combination of the data requirements, size of the container and the printing technology used. For most shipping



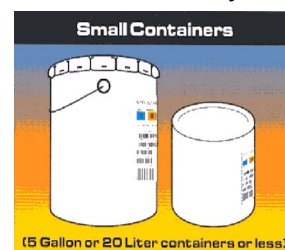
containers, the acceptable label size of 4.0 inches (101.6mm) high by 6.0 inches (152.4mm) wide should handle most conditions.

- 20.4.7. A smaller alternative sized label of can be used only when the container isn't large enough to accommodate the larger label.
- 20.4.8. Adhesive label medium types can be pressure sensitive or dry gummed as long as adherence to the package substrate is assured and application is wrinkle-free until received at final shipping destination.

## 21. Packaging Requirements

- 21.1. Products shipping to CPP Euclid should always be banded and wrapped tightly to the skid. Heavy items should be placed on the skid first with lighter items stacked on top - only if the packaging will support the weight and allow for damage free transport thru to final delivery. It is expected that the supplier will use care when building the skid to ensure the product travels in a safe and secure manner.

- 21.1.1. Mixed goods are to be clearly separated (e.g., using a cardboard layer).
- 21.1.2. Pallets containing mixed goods must clearly display all relevant labels and be marked as mixed goods.

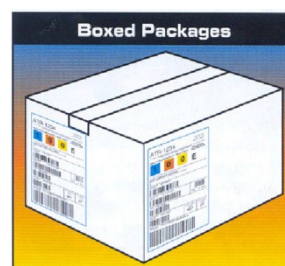


### 21.2. Small Containers (5 gallon, 20L, or less):

- 21.2.1. Place HMIS Label and product ID label on the body of the container (when required).
- 21.2.2. Put handle on 5-gallon container.

### 21.3. Boxed Packages:

- 21.3.1. Place HMIS label on two adjacent sides of external shipping containers. (when required).
- 21.3.2. Place product ID label two adjacent sides of external shipping containers.



### 21.4. Drums:

- 21.4.1. Place HMIS (when required) and product ID labels on both top and side of the drum. The labels on the top of the drum are to be centered. The labels on the side must be below the first rolling hoop.
- 21.4.2. Do not use reconditioned drums unless approval has been granted.
- 21.4.3. Fiber drums, at a minimum, must have a two inch striker plate.
- 21.4.4. Drums shall be delivered to CPP Euclid on a Skid and shall be securely fastened to the Skid. Examples include stretch wrap, banding, etc.

### 21.5. Bags:

- 21.5.1. Bag stacking and labeling location should ensure the visibility of the Product ID code on all sides of the pallet and all layers of the bags on the pallet. Pallet dimensions are limited at some locations and should not exceed 60" high.
- 21.5.2. Bags cannot hang over the edge of the pallet.
- 21.5.3. Apply HMIS label or mark on the side of each bag:





- 21.5.3.1. If each bag is not labeled, place HMIS Label on two adjacent sides of the pallet, near the bottom under the shrink wrap for both full and partial pallets.
- 21.5.4. All codes must be in contrasting color, a legible size, and not in conflict with any other markings on the bag.
- 21.5.5. Must be stretch wrapped and the wrap must go down through the pallet to prevent the load from shifting off of the pallet.

## 21.6. Skids (Pallets)

- 21.6.1. All skids used by suppliers to ship product to CPP Euclid shall be in compliance with ISPM 15 (International Phytosanitary Measure)
  - 21.6.1.1. Strict enforcement of the ISPM 15 wood packaging standard will be imposed. Shipments held in customs, or any cost associated with re-packaging due to uncertified or non-compliant packaging being used will be billed back to the supplier.
  - 21.6.1.2. Please reference this link for what is required for packaging containing wood and wood products: <http://www.ispm15.com/links.htm>
- 21.6.2. Other standard skids sizes are acceptable.
- 21.6.3. Pressed wood construction skids of the appropriate size will also be accepted.
- 21.6.4. All skids must be in good condition; broken and damaged skids are a safety hazard and shall not be used.
- 21.6.5. Skids shall be sized such that product can be stacked in such a way that it does not hang over the side of a skid risking damage to the product or causing a safety issue during the movement of the product.
- 21.6.6. Skid design shall be sufficient to withstand weight of material, equipment, or product on the skid without the Skid being damaged or broken.



## 22. Outside Supplier Processing (OSP) Packaging Requirements

- 22.1. WIP that is sent to OSPs shall be accompanied by a physical (paper) copy of the corresponding traveler(s). Parts associated with a particular traveler will be physically arranged in containers accordingly.
- 22.2. After the OSP statement of work is fulfilled, the parts are to be packaged in the physical containers in the same arrangement in which they were received, and the physical (paper) copy of the traveler included with each, as it was delivered.
- 22.3. Any and all parts shall be securely fastened to prevent damage.

## 23. Hazardous Materials

- 23.1. Hazardous materials shall never be shipped to CPP Euclid unless they are packaged and shipped in compliance with the appropriate regulation as follows:
  - 23.1.1. Hazardous Material Regulation: 49 CFR Parts 100-185 – HAZMAT
  - 23.1.2. IMDG (International Maritime Dangerous Goods) Code (revised every two years)
  - 23.1.3. IATA (International Air Transportation Association) Code (revised annually)

## 24. Safety Data Sheets

- 24.1. For all chemical based and potentially hazardous products when shipped to CPP Euclid shall have an up-to-date SDS provided along with the packing list and shipping paperwork.
- 24.2. SDS must not be more than 3 years since the last review and revision.

## 25. Shipment Documentation Requirements:

- 25.1. All suppliers are required to provide accurate and complete documentation to CPP Euclid and the carrier / forwarder at the time of tender.
- 25.2. A packing list must be attached to every shipment that arrives at a CPP Euclid facility regardless of mode or method of transport. This includes items that arrive by personal delivery. A Bill of Lading is required by law when tendering a shipment to any carrier for transport. Shipments must be consolidated to one Master Bill of Lading

### 25.3. Packing List - the following information is required:

- 25.3.1. Unique packing list ID number
- 25.3.2. Purchase Order number
- 25.3.3. Complete CPP Euclid part number
- 25.3.4. CPP Euclid part description
- 25.3.5. Total pieces
- 25.3.6. Contact name of person requesting the shipment (for non-production items)
- 25.3.7. Bill of Lading:
  - 25.3.7.1. Correct freight description including proper freight class (NMFC# if known)
  - 25.3.7.2. Correct weight
  - 25.3.7.3. Total skid count
  - 25.3.7.4. For parcel shipments – FedEx (Airway Bill – online or manual)
  - 25.3.7.5. Customs documents as required, US jurisdiction/classification (ECCN, USML)

### 25.4. International FREIGHT Shipments

- 25.4.1. The following documents are all required, and must be provided on the freight, and sent as part of the ASN with every shipment:
- 25.4.2. A Bill of Lading
- 25.4.3. Packing List
- 25.4.4. Commercial Invoice, must include the following:
  - 25.4.4.1. US jurisdiction/classification (ECCN, USML)
  - 25.4.4.2. If item is USML, contact Buyer for License or Exemption
- 25.4.5. Certificate of Origin or Country of Origin Affidavit
- 25.4.6. In addition, you may also need to provide necessary documentation to support CPP Euclid claim for preferential duty treatment in connection with applicable Free Trade Agreements.

### 25.5. Details you must be prepared to provide are:

- 25.5.1. USHTS Code (US Harmonized Tariff Schedule – all 10 digits)
- 25.5.2. Detailed description of the goods for customs

- 25.5.3. Unit and Total value for customs in USD
- 25.5.4. Total weight in US pounds
- 25.5.5. Country of Origin Statement

**25.6. Information Required on every Commercial Invoice:**

- 25.6.1. Full description of merchandise in English, cannot be just a part number or in a different language
- 25.6.2. Country of origin – (means country of manufacture, or the last place in which the item under-went a “significant transformation”)
- 25.6.3. Piece count
- 25.6.4. Value per item
- 25.6.5. Total invoice value
- 25.6.6. Currency of the commercial invoice (must be in USD)
- 25.6.7. Foreign shipper/manufacturer name and address (must be actual name and address of the ex-porter. Address cannot contain “in care of” or “c/o”)
- 25.6.8. Document clearly states ‘commercial invoice’ or ‘pro-forma invoice’
- 25.6.9. Note: You can see the official requirements here:  
[http://edocket.access.gpo.gov/cfr\\_2011/aprqrtr/pdf/19cfr141.86.pdf](http://edocket.access.gpo.gov/cfr_2011/aprqrtr/pdf/19cfr141.86.pdf)

**25.7. Parcel Shipments – shipments less than 150 pounds**

- 25.7.1. Shipments totaling less than 150lbs. Both Domestic and International will be shipped via FedEx Ground service (within the US), or FedEx Express International Economy service (if shipping internationally to CPP Euclid).
- 25.7.2. The shipper will use the appropriate CPP Euclid account number
- 25.7.3. Please contact your CPP Euclid Buyer for this number.
- 25.7.4. Use of shipment reference fields is required for all parcel shipments
  - 25.7.4.1. Reference #1 – use CPP Euclid PO#
  - 25.7.4.2. Reference #2 – use name of CPP Euclid person requesting shipment
  - 25.7.4.3. Reference #3 – use pack slip number
  - 25.7.4.4. Reference #4 – at least 1 CPP Euclid part number if applicable

**25.8. US Domestic Freight Routing for shipments totaling more than 150 pounds**

- 25.8.1. Contact FedEx LTL (Freight Economy) to schedule pickup at 1-800-463-3339 and use a FedEx provided Bill of Lading.

**25.9. Bill of Lading and scheduling a freight service**

- 25.9.1. The following information is required when completing a Bill of Lading and scheduling a freight service LTL pickup\*
  - 25.9.1.1. CPP Euclid part number
  - 25.9.1.2. CPP Euclid PO number
  - 25.9.1.3. Freight Class or NMFC# if known
  - 25.9.1.4. Weight and dimension of each pallet Time Critical Shipments totaling less than 150lbs. Both Domestic and International
- 25.9.2. Will be shipped via FedEx using the appropriate OMUS account number.

- 25.9.3. Please contact your Material Planner or your OMUS Buyer for this number and the appropriate service to use
- 25.9.4. Use of reference fields are required for all parcel shipments\*
  - 25.9.4.1. Reference #1 – use OMUS PO#
  - 25.9.4.2. Reference #2 – use name of OMUS person requesting shipment
  - 25.9.4.3. Reference #3 – use pack slip number
  - 25.9.4.4. Reference #4 – at least 1 OMUS part number

## 26. Certificate of Conformance or Analysis Requirements

- 26.1. CPP Euclid requires certain products or services to be delivered with a certificate of analysis or conformance, respectively. The Certificate of Analysis is the means by which CPP Euclid assures that raw materials are received within the mutually agreed-upon specifications established between CPP Euclid and its suppliers.
- 26.2. COA Information Requirements:
  - 26.2.1. CPP Euclid material number
  - 26.2.2. Specification number(s) and revisions utilized
  - 26.2.3. Specific Material Lot Number
  - 26.2.4. CPP Euclid purchase order number
  - 26.2.5. Material's date of manufacture
  - 26.2.6. Manufacturer's name and location
  - 26.2.7. Supplier's name and location, if different from that of manufacturer
  - 26.2.8. Tested properties, testing methods used, and actual analysis results with unit of measure.
  - 26.2.9. Approval date, and name and telephone number of responsible associate

## 27. Record Retention

- 27.1. Records established to provide evidence of conformity to requirements shall be maintained.
- 27.2. When creating and updating documented information, the organization shall record, date, and ensure traceability to a responsible person making the change (e.g., name, signature, stamp, electronic signature), with a permanent marking method and the original information being legible and retrievable after the change.
- 27.3. Documented Information such as records shall not be altered without proper traceable documented information permitting the alteration.
- 27.4. Records shall be in English.
- 27.5. Where documented information contains reference to units of measure then they are to be recorded in the same units of measure as defined on the Product Definition.
- 27.6. Suppliers shall establish record retentions times in accordance with CPP Euclid retention requirements.
  - 27.6.1. Calibration data shall be maintained for 10 years.
  - 27.6.2. Inspection data, (In-process, and Final), Certificate of test, certificate of analysis, radiographic film (if applicable) shall be retained for a minimum of 10 years or in accordance with customer requirements, if different than stated retention.
  - 27.6.3. Purchase orders and waivers – minimum of 10 years, or in accordance with customer requirements, if different than stated retention.
  - 27.6.4. PCN's, ECR's & Temporary Deviations – Life of the product + 1 year

- 27.6.5. Corrective Actions & non-conformances – minimum of 10 years, or in accordance with customer requirements, if different that stated retention.
- 27.6.6. Shipment documentation: minimum 10 years, or in accordance with customer requirements, if different that stated retention.
- 27.6.7. Production Process documentation: minimum 10 years, or in accordance with customer requirements, if different that stated retention.

## 28. Export Control

- 28.1. Supplier shall comply with the most current export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure or provision of Goods, software, technology, or Services including, without limitation, the
  - 28.1.1. Export Administration Regulations (“EAR”) administered by the Bureau of Industry and Security, U.S. Department of Commerce, 15 C.F.R. parts 730-774;
  - 28.1.2. International Traffic in Arms Regulations (“ITAR”) administered by the Directorate of Defense Trade Controls, U.S. Department of State, 22 C.F.R. parts 120-130;
  - 28.1.3. Foreign Assets Control Regulations and associated Executive Orders administered by the Office of Foreign Assets Control, U.S. Department of the Treasury, 31 C.F.R. parts 500-598;
  - 28.1.4. Laws and regulations of other countries (collectively, “Export Control Laws”).
- 28.2. Supplier acknowledges that sensitive information owned by both CPP as well as its customers is exchanged in the daily process of work completion. The Supplier agrees that any work performed on restricted items controlled by the ITAR, are to be performed only by a U.S. Person. Likewise, any sensitive information relating to the US Military end-use that is required to complete work on the ITAR items shall not be made available to non-U.S. Persons.

## 29. Change History

Revision	Date	Change
0	6/15/2020	Initial Release
1	7/13/2020	Added Export Control Section 34 and updated Section 25 & Section 26. Added clarification on implementation of specification revision changes in Section 3.
2	10/12/2020	Added 21.6 bullet for Outside Service Provider packaging requirements
3	2/10/2021	Page 3 added requirement for ethical behavior to comply with AS9100D, calibration record retention changes from 2 to 10 years to comply with GE S-1000, response required from 15 business to calendar days, Section 21.3, 21.4 and 21.5 updated per review with EHS Mgr. Section 14 Supplier ratings updated to comply with Euclid Quality Objectives Rev 2. Section 19 OTD updated
4	3/19/2024	Reformatted entire document for numbering. Revised to comply with AS13100 requirements: Section 3.2 Supplier Certifications, Sec 3.7 Counterfeit Prevention (24 hour notification), Sec 3.8 FOD Program, Sec 3.10 discussion revisions of instructions flowed down through POs and QT9, Sec 4.14 Product Verification, Sec 5.1 removed supplier preferences, Sec 26.1 Certificate of Analysis, Sec 27.2, 27.3, 27.5, 27.6.2 Record Retention.