

**Gulfstream**  
**Production Certificate Operations**

**REQUIREMENTS FOR PASS - THROUGH DISTRIBUTORS**

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SQAR – 0004 REV. N/C

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David H. Trucksis

Donald A. Strickland

R. Christiansen

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**PREPARED BY:**

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**REVIEWED BY:**

\_\_\_\_\_  
**APPROVED BY:**

Robert W. Mullen Jr.

Richard L. Johnson

Vincent J. Hrenak

\_\_\_\_\_  
**APPROVED BY:**

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**APPROVED BY:**

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**APPROVED BY:**

Signatures on file.

**REVISIONS**

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## 1. Purpose & Scope

This document contains the minimum quality requirements for a quality assurance program of a distributor of aircraft or aerospace parts and materials to Gulfstream on purchase orders or other contract documentation. It shall establish the necessary functions of a distributor who procures parts and materials and resells these products to customers or other distributors in the aviation industry. This is defined as a "Pass Through" distributor. Distributors that provide additional work to a part or material are not applicable to this document.

*Note: For the purpose of this document, cut-to-size and assembly functions, etc. are considered manufacturing processes and will be governed by SQAR-0003.*

A "**Pass Through**" distributor shall:

- not affect the specification conformance of the product as imparted by the original manufacturer.
- maintain and be able to provide the purchaser with unaltered copies of the original manufacturers' certifications and/or test reports that establish the traceability of specification conformance.
- assure the product conformance has not been compromised.
- be allowed to change quantities from the original shipment by sub-dividing into smaller quantities without affecting the product's specification conformance, environmental protection, shelf life or age control, traceability or original manufacturers' warranty.

This document recognizes the following three levels of quality assurance disciplines based upon the type of product handled by the "Pass Through" distributor:

### Level A:

The distributor acts as a re-packager only, performing a visual confirmation for obvious damage, proper identification, lot/batch integrity when required and participates in the flow of unaltered documentation attesting to the conformity and traceability of products from producer to user.

### Level B:

The distributor, in addition to providing the services in Level A, is capable of performing dimensional verification on a sampling basis so as to confirm physical conformity. The distributor must maintain the pertinent product specification and records of inspections performed and the results of those inspections.

### Level C:

The distributor, in addition to providing the services in Levels A & B, routinely performs dimensional verification of products using standard measuring instruments and gauges and attests to the purchaser as to the confirmation of conformity. Dependant upon the commodity, the distributor shall have the capability to also perform functional (mechanical, electromechanical, electronic, etc.) testing and provide test reports to the customer.

The quality system requirements outlined in this document are complementary (not alternative) to the contractual, regulatory or legal requirements.

## **2. Applicability**

This document shall apply when incorporated by reference into any contract to all specified distributors supplying products to Gulfstream.

In the event of a conflict between the contents of this document and any distributor documents, the terms of this document for the referenced procurement shall apply unless specifically negotiated and accepted in writing by Gulfstream Quality Assurance.

If a distributor proceeds without an agreed to understanding of this document, Gulfstream reserves the right to interpret the contents of this document.

## **3. Gulfstream Audits, Surveys & Inspections**

Prior to the award of a procurement contract, a Quality Assurance evaluation may be scheduled to appraise the distributor's ability to comply with the requirements of this document. Upon completion of an evaluation, the distributor will be notified of their acceptability or of any areas of non-conformance. Any non-conformances shall be resolved to Gulfstream Quality Assurance's satisfaction.

Gulfstream reserves the right to conduct audits, evaluations and inspections of the distributor and /or the products to be furnished to Gulfstream. In addition, Gulfstream reserves the right to conduct audits, evaluations and inspections of the distributor's subcontractors and the products to be supplied to Gulfstream. These audits are in addition to the distributor's quality assurance system but does not relieve the distributor of the responsibility to maintain a system for the control of quality products.

## **4. Gulfstream Representation**

Gulfstream may assign representatives from Quality Assurance, Purchasing, Engineering or other personnel as required to the distributor's facility during its performance under any Gulfstream contract. These representatives will only be assigned to the distributor's facility in connection with the contract. The distributor will be required to provide these assigned personnel with reasonable facilities and equipment required to conduct their business within the distributor's facility.

## **5. Government Representation**

Gulfstream distributors shall permit access and provide facilities and assistance, as necessary, to government representatives to enable them, to evaluate distributor's facilities and to review procedural controls, records, process controls and products at all times and places during manufacture, for conformance with government regulations and applicable specifications.

## **6. Management Responsibility**

The Quality Program must be documented and address the items outlined in this document.

1. The Quality Program should include a commitment to maintain the quality requirements of products distributed.
2. The quality assurance department's interrelationship within the organization will be described and shown on an organizational chart.
3. Persons performing quality assurance functions will be named, authorized, trained and qualified to carry out defined inspections, product handling and packing for both hazardous/dangerous and non-hazardous/dangerous product.
4. The cognizant system management representative may be different than the person responsible for product quality assurance.

## **7. Quality System**

The Quality System should be registered with, or seeking registration, to a Nationally Accredited Certification Body or FAA Advisory Circular 00-56.

The documented Quality Program shall maintain a system that ensures the requirements of the Levels A, B or C are met. This shall include documented procedures and quality records, with an English translation available.

The Program shall address as a minimum:

1. The Quality Assurance department showing its autonomous relationship within the organization
2. By title, the personnel responsible for the execution of the quality programs including verification, inspection, shelf life control, unapproved product control and/or alteration of product or documentation and for the conformity and traceability of the products.
3. A record retention system for maintaining certifications, test reports, and other pertinent quality related documentation.
4. Employee training requirements.
5. Shelf life control system
6. Control, segregation and disposition of nonconforming products
7. Receiving inspection and/or the verification process.
8. Storage facilities and any required environmental controls.
9. Product identification and traceability system.
10. Acceptance stamp control or signature authority.
11. Scrap control

The program shall be maintained current and shall be reviewed periodically to assess its continued suitability and effectiveness in satisfying the requirements of this document.

## **8. Contract Review**

1. Before acceptance of the contract, or contract change, the distributor shall assure the requirements of the contract are adequately defined and clearly understood.
2. Customer's certification release requirements will be established.
3. There will be a method of product substitution with Customers, if applicable.
4. Variation from the product ordered by the Customer will be addressed and accepted by the Customer before shipment.

## **9. Document and Data Control**

1. The distributor shall establish and maintain documented procedures for the control of documents, specifications and data to meet the intent of this document.
2. Technical data applicable to the products must be kept current, legible and accessible.
3. A documented procedure for the storage, distribution and retrieval of documents confirming the physical and chemical properties of the product conformance to the applicable specifications. A retention of seven years shall be established along with a method for the disposal of obsolete data.
4. Where applicable, records of procurement must demonstrate a traceability of orders back to a Production Approval Holder (PAH) (PMA, TSO, PC, STC holder) or a manufacturer of standard parts. Data must demonstrate serial number and/or lot/batch number traceability when applicable.
5. An anti-alteration system shall provide for the protection of the authenticity and the reproduction of the actual certificate of conformance, test report or other quality data. These measures are to prevent unauthorized use, copying, changes, counterfeiting or distribution of these documents.

## **10. Purchasing**

1. The distributor shall document and maintain procedures to assure that purchased products meet the Purchase Order and Customer requirements.
2. The distributor shall maintain a list of their approved suppliers and any pertinent data regarding the quality.
3. Procurement of product must be directly from the approved manufacturer or their approved distributors. Deviations from this policy must be disclosed to Gulfstream Quality Assurance and approved in writing before product shipment.
4. The type of release certification will be specified to the sub-contractor, (i.e. JAA Form 1, FAA 8130-3 or OEM material Certificate of Conformance or Certified Test Reports.)
5. If applicable, specific traceability requirements will be specified.
6. Where products are to be scrapped by sub-contractors, the supplier shall require the parts to be damaged or destroyed to prevent possible fraudulent re-entry to the supply chain. Records are retained for a minimum of 7 years.

## **11. Product Identification and Traceability**

1. The distributor shall document and maintain procedures that control the identification of the product from receipt through delivery.
2. Product will at all times be identified and this identification will include, as applicable: description, part number, batch/lot number, serial number, manufacturer/supplier, shelf-life/rubber cure date.
3. There shall be a method of avoiding part numbers ambiguities. The distributor shall not add, alter or remove a manufacturer's part number, identifying mark or data plate. A cross-reference should be maintained which cross-indexes any manufacturer's part number with a Gulfstream unique specification.
4. The distributor shall, when requested, issue a copy of the manufacturer's certification, test report and material report for each lot of product.
5. Commingling of product is discouraged and the lot/batch must have traceability maintained to the original test report for the appropriate lot or batch.

## **12. Process Control**

Where batch splitting takes place, procedures will be established to control parts to the original lot/batch documentation.

## **13. Incoming Inspection and Testing**

Products received by the distributor shall be subjected to verification. As a minimum a (Level A) the product receiving verification shall visually examine quantity, type, size, finish, marking of grade, class, part or standard number, manufacturer's identification, damage, general workmanship and FOD.

The distributor with a Level B status shall perform a dimensional verification per their sampling procedure, to confirm physical conformity.

The distributor with a Level C status shall perform a dimensional verification routinely per their procedure, to confirm physical conformity.

Criteria for product acceptance shall be documented as part of the quality procedures.

The documents relating the product traceability that accompanies the incoming product shall be reviewed for authenticity, completeness of data recorded and verified to the product received.

Product and documentation shall be verified to conform to the purchase order requirements and are of the lot / batch number indicated on the product certification.

The receiving process shall also verify the products purchased are from approved suppliers.

The receiving process in no way should alter or adversely affect the conformity, usability, serviceability or traceability of the product received from the manufacturer or other approved source. Products that are non-conforming or not yet verified shall be safeguarded from entering the distributor's system.

## **14. Outgoing Inspection and Testing**

Outgoing inspection shall ensure certification documents and products are in accordance with contract requirements, Certification of Conformance, Test Reports, FAA or JAA Airworthiness documentation, samples, etc.

For used aircraft products, include any other pertinent documentation such as:

- a. Details of the product's non-exposure to extreme stress and heat.
- b. Confirmation that the product did/did not come from government or military sources.
- c. Details of compliance/incorporation of specific Airworthiness Directives.
- d. Manufacturer's (OEM) certification
- e. Product that has been repaired, overhauled or modified shall have the applicable JAA Form 1 or FAA 8130-3, signed and dated certification.
- f. Product is still within its shelf-life date and that the rubber cure date is stated.
- g. Visual inspection shall check for damage, connections and openings are protected with plugs, caps and free of contamination by adhesive tape residue.
- h. Verification that the products conforms with the description, part numbers, dash characters, modification characters, serial numbers, etc., as stated on the supplier's dispatch documents, and sub-contractor's incoming documents and certificates.

## **15. Control of Inspection, Measuring and Test Equipment**

**Note: this section only applies to Level B and C Distributors.**

The distributor shall document and maintain procedures to control, calibrate and maintain inspection, measuring and test equipment, including test software and any personally owned equipment used to accept products.

Calibrations shall be traceable to recognized national or international standards. Where no such standards exist, the basis for calibration and acceptance shall be documented.

Calibration status shall be identified to the equipment with suitable indicators or an identification record.

The distributor shall assess the validity of previous inspection results when equipment is found to be faulty or out of calibration. Product shall be recalled for re-inspection or replacement when the assessment indicates the result may have released non-conforming product.

The distributor shall maintain calibration records of inspection, measurement and test equipment for seven years.

The calibration or certification of the inspection, measurement or test equipment shall be periodically re-done at prescribed intervals.

## **16. Inspection and Test Status**

The method used to identify the inspection and test status of a product shall be by suitable means that will indicate the conformance or non-conformance of the product with regard to the verifications, inspections or tests performed.

The system used for identification of inspection and test status shall be documented.

The identification of the inspection and test status shall be maintained throughout all processes, installation and servicing of the product to ensure that only product that has passed the required inspections and tests is considered acceptable.

Records shall identify the personnel authorized to verify, certify and release products.

When acceptance authority is provided through a media such as stamps, signatures or passwords, the distributor's system shall establish and document controls for that media. A list of authorized signatures shall be maintained.

## **17. Control of Nonconforming Products**

The distributor shall document and maintain procedures to control the identification, documentation, evaluation, segregation, disposition and notification of customers or suppliers in the event of non-conforming product.

The distributor shall promptly notify customers in writing when they discover a discrepant product has been delivered. Notification shall consist of a concise description of the discrepancy, part and serial numbers, lot numbers, quantity and dates delivered.

The distributor shall restrict the dispositions to scrap, return to supplier or submit to customer for MRB action.

Scrap products or materials shall be permanently marked or physically rendered useless as to its originally intended purpose. **Records shall be maintained.**

**The distributor shall not return previously rejected material to Gulfstream as;** "Returned as Received" or "No Cause for Rejection" without written authorization from Gulfstream Purchasing and Quality Assurance. In all cases when returning material as "Returned as Received," a statement is required on the shipping document defining why the material is being returned as received. A copy of the Gulfstream authorization shall accompany the shipping document.

When a Rejection Notice Change (RNC), GA 840 form has been issued by Gulfstream, the RNC number shall be referenced on all accompanying documentation.

#### **18. Corrective, and Preventive Action**

The distributor shall document and maintain procedures for identifying root cause, implementing effective corrective action, preventive action and follow-up.

#### **19. Handling, Storage, Packing, Preservation and Delivery**

The distributor shall document and maintain procedures for handling, storage, packaging, preservation and delivery of the product to prevent damage, commingling or deterioration.

The storage facility shall be periodically audited for effectiveness of storage, environmental controls and identification methods.

Lot/batch segregation shall be maintained as required to maintain the traceability of the product. Fastener lots may not be commingled. The distributor must maintain the records indicating the quantities acquired and sold from each lot/batch to each customer. Where lots/batches have been subdivided, evidence shall exist to ensure continued traceability.

The packaging shall identify the manufacturer and distributor, part number, serial number, lot or batch number when applicable, and the quantity. When required the country of origin shall be included. The labels shall not violate any laws and must meet contract requirements.

Packaging shall conform to specified customer requirements when applicable.

Flammable, hazardous, toxic or volatile materials shall be clearly identified and stored in a manner and location conforming to the manufacturer's recommendations.

Products subject to Electrostatic Discharge (ESD) shall be packaged, handled, stored and protected with necessary precautions and in accordance with requirements for handling these products. Personnel shall be properly trained in the handling and control of ESD sensitive products.

The distributor shall maintain documented procedures for the identification and proper handling of shelf life or life limited items and components or assemblies containing such items. The program must assure the required or an adequate shelf life remains, per the contract requirements, when the product is shipped to the customer.

## **20. Control of Quality Records**

Records pertaining to product quality, integrity, traceability shall be maintained for a minimum of seven years. Records shall be protected from damage, deterioration, alteration, unauthorized access or loss.

## **21. Internal Quality Audits**

The distributor shall document and maintain procedures for planning and implementing internal quality audits to verify compliance with the documented procedures and regulatory guidance. The audit system shall also assess the effectiveness of the system to manage the products.

The audits shall be scheduled on the basis of criticality of the areas to be audited and be carried out by personnel independent of those having direct responsibility for the area to be audited.

The audit results shall be recorded and presented to the personnel having responsibility for the area audited. The management of the area shall take timely and effective corrective action on any deficiencies found during the audit.

A follow-up audit shall verify and record the implementation and effectiveness of the corrective actions taken.

## **22. Training**

Personnel assigned specific tasks shall be qualified on a basis of appropriate education, training and/or experience. Any pertinent training records shall be maintained.

## **23. Statistical Techniques**

Where required, the distributor shall implement adequate and effective statistical management techniques for determination of received quality levels. This shall be applied to establishing receiving inspection plans and determining acceptability of supplier performance.

Any sampling inspection plan used for product acceptance shall be statistically valid and preclude known defectives in the lot. The plan must be submitted to the customer for concurrence.