



They Want What? Maintaining a Customer Focus in Quality

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A Customer Focus within the Standard

- There is a customer focus within the ASA-100 standard, and rightfully so. It's evident within ASA-100's definition of Quality System as "A network of administrative processes and procedures whose purpose is to...satisfy customers that purchase or obtain those parts".
- Additionally, ASA-100 requires the distributor to:
 - have an established quality system adequate to assure a quality product that complies with customer specification;
 - communicate special requirements to the distributor's sources, so that parts conform to the customer's purchase request,
 - disclose deviations and acquire customer approval for deviations, and
 - ensure packing slips contain all information required by the customer.

A Customer Focus within the Standard

- With a focus on meeting the customer's requirements, the challenge, at times, is attempting to understand exactly what they want. What they say and what they want don't always agree.
- Attempts by customers to standardize Purchase Order Terms & Conditions have led to the development of confusing and/or contradictory requirements. In some instances, some are not only confusing, they are impossible to meet.
- It is thought that a review of some excerpts taken from actual customer purchase orders might illustrate the need for each of us to review our requirements for product qualification so, as the customer, we can make our wants more clearly known.

The Requirement for Approval

“This Purchase Order is not considered valid unless countersigned”

- With more and more Purchase Orders being transmitted electronically, it's common to receive Purchase Orders not even signed by the Buyer, much less countersigned.
- In instances where the requirement for a countersignature appears to have been met by such, it's not common to know whether the counter signer actually has the authority and responsibility to countersign.

The Requirement for Traceability

“Please provide full trace to FAA Regulated Source along with your material certification in accordance with ATA Spec 106 per FAR 21”

- ASA-100 definition of trace: “Track parts, processes, and materials to a source”.
- Not certain of what this company meant by “full trace”, odds are good there are as many definitions of “full trace” as there are companies in the room.
- One can assume that FAA Regulated is intended to mean FAA Certificated.
- While ATA Specification 106 contains a sample Part or Material Certification, commonly referred to by industry as an “ATA 106” (which is actually the 42 page specification it’s contained within), there is no requirement within 14 CFR 21 for the use of the sample form.

The Requirement for Traceability

“For rotatable items, only accept items traceable to the manufacturer are acceptable”

- The likelihood of meeting this requirement for other than life-limited parts is low.
- The requirement is reminiscent of ASA-100, Revision 3.5, Paragraph 5.A yet provides no similar relief previously allowed by the remaining portion of the statement “or to a FAA certificate holder”.
- ASA-100, Revision 3.6, removed language from Paragraph 5.A that prevented accredited companies from providing parts that met their customer’s purchase order requirements and were acceptable per the FAA Advisory Circular, without the burden of “trace to the manufacturer”.

The Requirement for Production Approval

“For new parts produced in accordance with a FAA Type Certificate (TC) or Production Certificate (PC) holder’s design, certification must include a statement that the part was produced by a manufacturer holding one of the following:

- **FAA TC or PC**
- **FAA Parts Manufacturing Approval (PMA)**
- **FAA Technical Standard Authorization (sic) (TSOA)**
- **Direct Ship Authority from the TC or PC holder”**

In this case, the requirement for a certification with certain statements is based upon two conditions; 1) the part is new and 2) the part was produced in accordance with a FAA Type Certificate (TC) or Production Certificate (PC) holder’s design.

With the two conditions in mind, one could certainly produce a certification with a statement that the part was produced by manufacturer holding PC or TC but could NOT produce a certification with a statement that the part was produced by a manufacturer holding PMA or under a TSOA.

The Requirement for Certification

“All parts must be provided with C of C”

- ASA-100 requires a Certificate of Conformity from producer or seller “verifying adherence to the appropriate requirements”.
- With more ASA-100 accredited companies having integrated quality management systems, requirements for documents that are defined within other industry standards create challenges.
 - AS9120 defines a Certificate of Conformity as a document “certifying conformance to process, design, or specification” and seems compatible with the definition within ASA-100.
- The challenge arises when customers use the term “certificate of conformity” or abbreviation “C of C” when they intend to require a “Part or Material Certification”.

The Requirement for Certification

“All serialized parts must be identified by SERIAL NUMBER on 8130-3 or manufacturer’s Certificate of Conformity”

- ASA-100 Paragraph 6.A(3) requires verification that part numbers and serial numbers match accompanying documentation.
- Easily addressed for used parts, new surplus parts present a challenge as not all serialized parts are required to be tracked by serial number and serial numbers are not always as important as thought.
 - 14 CFR 45.15(b) requires TSO articles to be marked with either the date of manufacture or serial number or both.
 - 14 CFR 45.15(c) requires that Critical Parts be marked with a serial number (or equivalent).
 - There are several manufacturers who clearly indicate on their FAA Form 8130-3s or EASA Form 1s that “serialization not referenced in Block 11 is not required or traceable” because it’s not a critical part.

The Requirement for Certification

“Multiple part numbers on a single FAA Form 8130-3 not acceptable”

- Easier to satisfy when the customer is purchasing used “serviceable” parts, the challenge is when customers do not differentiate by condition or use appropriate language (e.g., “as applicable”).
- Parts conformed by production approval holders and released on an Authorized Release Certificate are commonly issued with multiple line items. The benefit of a PAH ARC, with recent EASA MAG changes, may outweigh the burden of maintaining accountability of tracking copies.

“All parts must have FAA 8130 or EASA Form 1 Dual Release”

- The use of the word “ALL” imposes requirement for a “Dual Release” in every instance. When purchasing New or New Surplus, the requirement cannot be met.

The Requirement for Product

“Shelf life items must have 100% life remaining”

- Even if manufactured to order, it’s not possible to provide a customer a shelf life controlled item with “100% life remaining”.

“No PMA parts allowed”

- Some customers allow for acceptance of PMA parts after notification.
- Regardless, most customers typically intend to communicate they are not willing to accept an alternate (or replacement) part number without granting approval.
- The challenge is that the contract language either disallows shipment, or requires customer notification prior to shipment, of parts that most customers would not normally consider having been produced under an FAA PMA (e.g., Honeywell, Unison, Goodrich, Hamilton Standard, Hamilton Sundstrand, and Rockwell Collins, just to name a few).

The Requirement for Part Marking & Packaging

“Parts or packaging to be marked IAW 14 CFR 45.15”

- What should be a straightforward issue is complicated by suppliers to Production Certificate (PC) and/or Type Certificate (TC) holders who also hold Parts Manufacturing Approval (PMA). Looking to satisfy the requirements of their PC and/or TC holder customers to not mark the part “FAA PMA”, those who also hold PMA approval for product are increasingly seeking exemptions allowed by 14 CFR 45.15(d) (*too small or otherwise impractical to mark the part with the required information*).
- When shipping directly to industry under PMA, these same manufacturers are maintaining compliance with 14 CFR 45.15(d) by attaching the required information to the part or its container and is often doing so on packing lists and/or original packaging.
- The result is often having a part with multiple part numbers and not knowing whether the requirements of 14 CFR 45.15 were met when not provided with the original packing list or packaging.

The Requirement for Delivery

“If part is received after Purchase Order Due Date, the Purchase Order is considered void and cancelled”

- It’s been noted that many of the Purchase Orders issued by customers have a default Ship or Required Date that defaults to either the date of Purchase Order generation or has a [NULL] value.
- There are a number of instances when other challenges arise, such as when the Required By date and Ship Method or Ship Priority conflict.
- Companies who measure On Time Delivery (or On Time Shipment) as an indicator of customer satisfaction are faced with attempting to determine what the customer actually wants.
 - Is delivery date or shipping method the determining factor?

The Requirement for Shipping Documentation

“Ship with our material certification, packing list and commercial invoice”

- According to BIS, all exported items listed on the Commerce Control List that are not classified as EAR99 require a Destination Control Statement.
- While not a requirement for all transactions, including a Destination Control Statement on every transaction is a good precaution in order to protect yourself in the event that merchandise you sold to a domestic purchaser is unexpectedly exported from the United States.

“Ship using freight forwarder with no paperwork ”

- In instances where the customer seeks to prevent disclosing their source to their customer, their purchase order requests can create potential conflict with compliance with a variety of regulatory requirements (e.g., export and hazardous material regulations).

What Can We Do?

- As suppliers, each of us with a need to maintain a customer focus within quality, face challenges attempting to understand what our customers want.
- As customers, each of us can look to improve what we say in order to reduce the confusion and/or contradictory requirements that may exist within our own Purchase Order Terms & Conditions.
- The result should be a more efficient process wherein suppliers are more likely to provide customers what they want, when they want it.
- Questions?

Thank you for your time and attention