

**A. STANDARD TERMS AND CONDITIONS OF ORDER**

- 1. We reserve the right to review the processes and records associated with this order at all Vendors' facilities with appropriate notification. This right extends to our customers, applicable regulatory agencies, and any sub-tier Vendors used in the fulfillment of this order.*
- 2. If any of this order is outsourced to your Vendors, all applicable requirements and specifications must be communicated (including all applicable key characteristics) to each sub-tier Vendor used.*
- 3. Delivery times are defined on each PO. If Vendor is unable to meet defined deadlines, we must be notified immediately for risk assessment.*
- 4. We reserve the right to cancel a PO without penalty if Vendor is unable to meet defined requirements.*
- 5. Acceptance of a PO is a binding contract and any breach to said contracts are legally binding in the State of Texas with all applicable laws and governing.*
- 6. Vendor agrees to maintaining certain Quality Functions, as noted on the initial survey form, or by maintaining an accredited Quality Management System (QMS). Any changes to the QMS as originally provided must be communicated to company quality immediately for risk assessment.*
- 7. We monitor and measure on time delivery and quality performance of all Vendors to ensure continued approval. Failure to meet desired performance levels can result in a Corrective Action being submitted, re-evaluation, or removal from approved status.*
- 8. Vendor adheres to the requirements of all counterfeit prevention protocols to ensure only authentic and approved parts are provided. Please see AS5553, AS6174, and AS6081 for guidance.*
- 9. Vendor agrees to all applicable regulations (ITAR, DFAR, etc.), if stated applicable on the PO.*
- 10. Vendor agrees to receive returned products/services for review and disposition if found nonconforming to stated requirements. Pending returns will result in a HOLD on payment of invoices until resolution is determined and processed.*
- 11. Vendor agrees to ensure personnel are aware of product and environmental safety and ethical behavior as it relates to the products/services defined within all POs submitted.*
- 12. Vendor agrees to accept all liabilities associated with the accepting this order, including ensuring all approved documentation is on hand and followed, clarifying any concerns, and any penalties assessed by the prime customers that may be assessed due to supplier issues/discrepancies/late shipments.*

**B. PART OR COMPONENT PROVIDERS / DISTRIBUTORS**

- 1. Vendor agrees to provide parts defined within the associated PO to the revision level noted. If no revision level is noted, the latest revision level is requested.*
- 2. Vendor agrees to provide conformance records of parts provided to ensure items meet specification and performance requirements. A Certificate of Conformance is acceptable.*

**C. MANUFACTURERS**

- 1. Vendors must maintain process and conformance records regarding the product or service provided regarding this order for a minimum of 10 years. These records are made available upon request. These records include material/component traceability and conformance, production activities, verification, special processes performed, calibration, training of personnel*
- 2. All shipments must include material/component certifications, special process certifications (plating, weld, test, etc.), evidence of production activities performed, verification records, and Certificates of Conformance at a minimum.*
- 3. When Full Inspection and Test Reports are required, it will be noted on the PO.*

4. *All special processes required by this PO must be performed by qualified personnel and the processes be periodically validated to ensure output meets requirements. Process validation records will be made available upon request.*
5. *Any differences between what is listed above and what is provided by the Vendor must be clearly identified, communicated and approved prior to shipping. Vendor is not allowed to modify drawings, specifications, or product characteristics without written consent of our engineering and quality departments.*
6. *When utilizing sampling inspection as a means of verification, the method must be in accordance to a statistically valid standard (i.e. ANSI Z1.4 or equivalent).*
7. *Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to our quality department for evaluation. Under no circumstance does the vendor have authority to change product characteristics or ship products that do not conform to specifications without written authorization.*
8. *If using Acceptance media for product/service verification, vendor must have a method of controlling this media (stamps, signatures, electronics systems, etc.).*
9. *If using customer-provided items to aid in the manufacturing process, these items must be controlled to prevent damage and identified for traceability purposes. Damage or loss of these items must be promptly reported.*
10. *Vendor agrees to complete traceability of all materials and components during the manufacturing process.*
11. *Vendor agrees to have a system in place to control and assess tooling and equipment in storage to ensure items are in usable condition when needed.*
12. *Vendor agrees to have a special handling and Foreign Object Debris (FOD) program in place to prevent potential damage and contamination of products provided and safety concerns.*
13. *If First Article Inspection (FAI) is required, supplier agrees to follow the guidelines of AS9102.*

**D. SERVICES AND SPECIAL PROCESS PROVIDERS**

1. *If providing calibration services, all certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology). Calibration certificates must note received and as left conditions.*
2. *Providers of welding services must maintain qualified and certified personnel and make the records of qualification available upon request.*
3. *All special process providers must perform tasks according to applicable and stated specifications (ASME, Mil Specs, etc.). Conformance records provided must indicate specifications in which processes were performed.*
4. *Service Providers performing tasks that do not directly impact product quality are required to provide evidence of competence to complete specific actions. This can also be covered under Vendor Approvals.*