

Terms and Conditions

ACCEPTANCE

Purchase orders, including the terms and conditions of purchase requirements, shall be considered accepted either upon acknowledgement in writing or commencement of performance. The Order, including these terms, supersedes all prior written or oral communications and is the sole and exclusive statement of agreement between Buyer and Seller.

SELLER'S WARRANTIES

Seller hereby warrants that all goods and/or services covered by this contract shall conform to all purchase order requirements, stated or implied. All materials delivered shall be free from defects.

CHANGES

The buyer shall have the right to make changes to this order. The Buyer shall authorize all additional changes in writing. If such changes affect seller's cost of performance, the parties shall agree upon a reasonable adjustment in compensation.

Any changes in supplier's management, management systems, location, certifications or capabilities shall be reported immediately to the Aerodynamic Engineering Quality Assurance department.

TERMINATION

The buyer may terminate this order if seller does not meet the agreed delivery schedule, delivers non-conforming product or any kind of breach of contract.

SUBSTITUTION / REPAIR

Under no circumstances shall a Seller or Seller's sub-tier make any substitutions of material supplied by Buyer or perform any repair without specific written authorization from Buyer.

PACKAGING

All articles shipped under this order shall be packaged to provide for efficient and safe handling during shipping and storage. A copy of the seller's shipper shall accompany all shipments. The buyer's purchase order number shall appear on all invoices and supporting documentation.

CERTIFICATION

Seller shall furnish to Buyer a Certificate of Conformance stating the products supplied or processes performed. The Certificate of Conformance must show compliance with all applicable purchase order, drawing and specification requirements.

DELIVERY

The buyer may terminate this order if seller does not meet the agreed delivery schedule. The seller shall not be liable if the delay is caused by circumstances beyond their control.

RIGHT OF ENTRY

Aerodynamic Engineering and their interests have the right of entry to the seller's & applicable sub-tier's facilities to evaluate the seller's quality management system and contracted work performed.

INSPECTION

All materials are subject to 100% characteristic evaluation by Aerodynamic Engineering upon receipt of material. All non-conforming material shall be clearly identified and Aerodynamic Engineering notified upon discovery or prior to shipment, as appropriate.

LIMITED MATERIAL REVIEW AUTHORITY

The supplier is only authorized to conduct Material Review and disposition nonconforming products identified by the Supplier using the following disposition alternatives:

- a. Rework to applicable requirements
- b. Scrap
- c. Return to Aerodynamic Engineering for evaluation. Nonconformance's will be submitted to our customer's Material Review Board per their procedures for dispositions of "use as is" or "repair".

SUBCONTRACTING

The seller shall not contract for the procurement of any item or service covered by this order without the approval of the buyer. Flow down of all applicable requirements to sub-tier suppliers is required.

COUNTERFEIT PARTS PREVENTION

Suppliers of raw material or component parts shall establish and maintain a counterfeit prevention program using AS5553 or AS6174 as a guideline.

TOOLS, MATERIALS AND DATA – PROPRIETARY RIGHTS

The seller shall keep confidential all designs, processes, drawings, specifications, reports, data and other technical and proprietary information furnished or disclosed to the seller by the buyer in connection with this order. Designs, tools or drawings supplied by the buyer for use in the manufacture of goods contracted herein shall not be used in the production, manufacture or design of any goods for any other purchase or for the manufacture or production of quantities larger than those specified. Upon termination of this contract, any designs, tools, drawings and material shall be returned to the buyer unless otherwise specified. Where the buyer furnishes material as part of the purchase order agreement, the material shall remain the property of the buyer and be identified as such. Upon completion of the purchase order agreement, all buyer owned unused or scrap material must be returned.

RECORD RETENTION, PRESERVATION AND DISPOSAL

All records must be preserved to prevent damage. Unless otherwise specified, all records must be maintained for a period of 15 years minimum and then disposed. (i.e. material certifications, quality records, process sheets.)

LOCATION OR QUALITY MANAGEMENT CHANGES

The supplier is required to notify Aerodynamic Engineering immediately of any major changes in their quality system, a change in quality management or a relocation of their production, inspection or processing facility.

AWARENESS

Personal must be aware of:

- Their contribution to product or service conformity.
- Their contribution to product safety.
- The importance of ethical behavior.

CONCLUSION

Buyer is willing and ready to assist Seller with technical advice.