



Document #: AMWI-1030

Rev 1.1

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Vendor Terms and Conditions

ORDERS AND CHANGE ORDERS: These Terms & Conditions shall be part of each order Buyer may issue to Seller. Each order shall contain a description of the article being purchased identified by part number, specifications, drawing (as needed), price, quantity and/or delivery schedule and place of delivery. Each such order or Change Order must be Signed (or authenticated if it is an electronic order) by Buyers Authorized Procurement representative. A Confirmation of the PO back to Americase is required via facsimile or email.

AGREEMENT / ACCEPTANCE / MODIFICATIONS: An order is Buyer's offer to Seller, and Acceptance is strictly limited to the terms of the Order, without addition, deletion, modification or substitution. Seller's commencement of performance, delivery of any article(s), or acknowledgement shall conclusively evidence acceptance.

PRICE / TERMS OF PAYMENT: Shipment of this Purchase Order shall not be made at prices higher than shown herein, unless written notice is given prior to shipment. If prices are not specified, shipment shall be made at prices prevailing at date of shipment or date of Purchase Order, whichever is lower. Seller shall make no charge for packing, crating, cartage or storage unless specifically authorized herein. Seller shall send Buyer an invoice after Seller ships materials or supplies services.

WARRANTY: Seller warrants that all articles delivered under this order 1) will be free from defects in design, material and workmanship 2) will conform to the applicable descriptions, specifications, part numbers, drawings and revisions noted in the order and 3) are suitable for the purpose intended. In the event nonconforming product exists, the Seller shall notify Buyer in writing and obtain written concessions/disposition from Buyer prior to delivery. When suspect/nonconforming product escapes from the Seller to Buyer, the Seller shall immediately (not more than 72 hours) notify the Buyer in writing and follow-up with a documented corrective action.

PACKAGING / LABELING: The packing slip must contain at minimum the following information: (i) Buyer's part number; (ii) Buyer's Part Description; (iii) Buyer's Purchase Order, Purchase Order Line Number, and Purchase Order Amendment Number when applicable (iv) Outer box pack quantity; (v) Inner case pack quantity; and (vi) Seller's name

DELIVERY / NOTICE OF DELAY:

Failure to deliver in accordance with the delivery schedule under the Purchase Order, if not excused, shall be considered a material breach of the Purchase Order. Buyer reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule, but such notice and proposal or Buyer's receipt of acceptance thereof shall not constitute a waiver of Buyer's rights and remedies hereunder. If Seller is unable to deliver as scheduled, Buyer may require delivery by fastest way and charges resulting from the premium transportation shall be fully prepaid and absorbed by the Seller. Buyer-required dates are "On-Dock" dates unless otherwise specified in the Purchase Order. Therefore, materials shall be shipped to arrive on that date, via standard shipping methods. If the Seller does not meet Buyer's required delivery date, Seller shall ship by next day, at its expense, until on-time delivery is achieved

REJECTIONS: If any of the materials ordered hereunder are found at any time to be defective in material or workmanship, or otherwise not in strict conformity with the requirements of this Purchase Order, including any applicable drawings and specifications, Buyer, in addition to such other rights, remedies and choices as it may have by contract or by law, at its option and sole discretion, may (i) reject and return such materials at Seller's expense; or (ii) require Seller to inspect the materials and remove and replace nonconforming materials with materials that conform to this Purchase Order. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection shall be at Seller's expense. Buyer shall request a Return Material Authorization (RMA) for all materials rejected and to be returned pursuant to this section. In the event that the Seller does not provide an RMA within 24 hours of Buyer's request for an RMA, the Buyer has the option of returning the materials without an RMA.

COUNTERFEIT PARTS: The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier. The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser. If counterfeit parts are detected at any point in the supply chain or production process, Americase will notify supplier immediately. A full inventory inspection and root cause analysis will be required in the Corrective Action Report. The counterfeit parts will be deformed / destroyed at Americase in order to prevent potential supply contamination.

INSPECTION: All materials and workmanship provided hereunder shall be subject to inspection and test at all reasonable times and places by the Buyer, or Buyer's customers (collectively, the "Customers") before, during and after performance and delivery. If any inspection or test is made on the premises of Seller or any of its suppliers, Seller, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Seller or its suppliers shall be performed in such a manner as not to unduly delay the work. Final acceptance or rejection of the materials shall be made as promptly as practical after arrival at Buyer's facility except as otherwise provided in this Purchase Order, but failure to inspect and accept or reject materials or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such materials nor impose liabilities on Buyer. Seller shall provide and maintain an inspection and process



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control system acceptable to Buyer and Buyer's customers covering the materials provided hereunder. Records of all inspection work by Seller shall be kept complete and available to Buyer and the Customers during the performance of this Purchase Order and for such longer periods as may be specified in this Purchase Order.

ASSIGNMENT / OUTSOURCING: Neither the order nor any interest therein or any claim hereunder may be assigned or outsourced by the Seller without the written consent of the Buyer. An assignment or outsource without the Buyers consent is ineffective and void. No such written consent shall relieve the Seller of its obligations to comply fully with the terms of the order. If written consent is given by the Buyer for assignment/outsourcing, the Seller must flow-down the applicable requirements in their purchase documents to sub-tier suppliers. Note, only special process sub-tier suppliers approved by the Buyer, Buyer's Customer and/or the pertinent Government/Regulatory Agency shall be used unless otherwise specified.

PRODUCT / PROCESS CERTIFICATIONS & REPORTS: When certifications or inspection reports for the product or process supplied by Seller are required via Buyer's purchase order, a signed certification report shall accompany each shipment. The information within the certifications or inspection reports shall include positive identification/traceability (e.g. part description, quantity and lot/batch/serial number) of the product, plus the applicable drawing revision, process description, specifications and test/inspection results. Note if the Seller is a distributor, then the Seller shall provide the manufacturer's test certifications when certifications are required.

PRODUCT / PROCESS CHANGES: Seller shall not make changes to aircraft product/process definition, parameters, specifications, facility location and/or supply chain without written notification to the Buyer and written authorization or First Article Approval by Buyer's Quality or Engineering Department.

ACCESS RIGHTS: Acceptance of Buyer's purchase order for aircraft product/processes signifies agreement for access rights to Seller's or any supply chain facility by Buyer, Buyer's Customer and/or the pertinent Government/Regulatory Agency - such as the FAA - when requested - to review quality records and facility areas related to the provided product/service.

RECORD RETENTION: Seller must create and maintain records per ISO9001 requirements and retain those related to aerospace product/processes for ten (10) years, non-aerospace product/processes for two (2) years, and the quality system for two (2) years minimum. In addition, if the Seller operates to other standards (such as AS9100, NADCAP, 14CFR145, etc.), the Seller shall also maintain records in accordance with those requirements.

PRODUCT SEGREGATION: When product is identified by different part numbers, revisions and/or job/lot numbers to maintain traceability integrity, the Seller shall keep the product segregated as identified.

FLOW-DOWN REQUIREMENTS: The Seller shall flow down the applicable requirements for the product/service, processes and quality system to the supply chain, including Buyer's, the Buyer's customer or regulatory requirements.

CALIBRATION: Equipment/gages used to measure, monitor or test product, processes or equipment/gages for acceptance to requirements must be calibrated/verified and traceable to national standards that are recognized (e.g. NIST) by the Buyer, Buyer's Customer and/or the pertinent Government/Regulatory Agency - such as the FAA. When Seller provides calibration services to Buyer, calibration certifications shall be provided per ISO17025 and/or the applicable standard.

PERSONNEL COMPETENCE: Records must be made available for review that support competence of personnel. The supplier shall ensure personnel processing orders or performing work affecting conformity to product or service are trained and aware of the relevance and importance of their activities in relation to meeting the requirements of Americase purchase orders and associated documentation.

PERFORMANCE: All external providers must be aware of the importance of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior, including consequences for their actions. External providers are measured and monitored according to "On time delivery & product conformity" to ensure acceptable performance. Suppliers that consistently have an unsatisfactory rating may not be included in bidding of new business.

CODE OF ETHICS: Supplier and representatives of Americase shall conduct all business affairs according to the highest standards of business ethics and integrity. Should there be any questions as to whether a payment, receipt, or other action is unethical, lacking integrity, or illegal, the matter must be reviewed by Americase top management. When in doubt, ask for guidance. Because we do business with the federal government, business ethics are especially important. All employees, contract workers, interns, and representatives, must avoid all actual or perceived conflicts of interest, and must treat all suppliers and business contacts equally and without favoritism.



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SHELF LIFE GOODS: Products containing items with finite shelf life shall have the expiry date identified on the product and the delivery documentation. The remaining shelf life must be a minimum of 80% of the total shelf life for the material at time of delivery unless otherwise specified.

CONFLICT MINERALS: Conflict minerals are minerals mined in conditions of armed conflict and human rights abuses, and which are sold or traded by armed groups. Suppliers shall be aware of the OECD Due Diligence Guidance, which can be found online.

CHEMICALS AND HAZARDOUS SUBSTANCES: Nothing in this section shall reduce or limit any statutory duty or legal obligation of Americase or the supplier. Safety data sheets (SDS) provide information on chemical products that help users of those chemicals to make a risk assessment. They describe the hazards the chemical presents, and give information on handling, storage and emergency measures in case of accident. By law suppliers of chemicals must provide an up to date safety data sheet if a substance is classified as dangerous in accordance with OSHA Hazard Communication Standard. If the supplier is required, under, or in connection with the contract, to supply articles or components of articles that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to Americase a list of those hazardous materials or substances with a subsequent SDS. In addition, when requested by Americase, the supplier shall disclose information to Americase for the purpose of compliance with the REACH regulations in the EU.

INDEMNITY: Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall also maintain and cause its subcontractors to maintain such General Liability, Property Damage, Employers Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Purchase Order or, if none are specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and OSHA statutes. Seller shall, without limitation, indemnify and save Buyer and its customers, and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws) and resulting costs, expenses and liability, which arise from personal injury, death, or property loss or damage attributed to, or caused by, the materials or services supplied by Seller pursuant to this Purchase Order, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or the employees of any of Seller's subcontractors.

PROPRIETARY SAFEGUARD: Seller is prohibited from reproducing Americase proprietary parts and/or data for sale in the open market, or releasing production data to any other source without written permission from Americase.

TECHNICAL INFORMATION: Except for information in the public domain, any technical information provided to Seller by Americase shall be held in strict confidence and not used for any purpose other than to accomplish the operations necessary for supplying the products.

PROTECTION OF BUYER'S PROPERTY: Seller is responsible adequately handling, moving, storing, packing for shipment, all furnished materials, tooling and data supplied in support of Americase Purchase Orders. Americase material found to have a non-conforming condition(s) or other damage must be returned to Americase for disposition. Excessive damage or scrapping of materials in excess of nominal setup errors may result in charges and / or reductions in supplier ratings, as determined by Americase.

GOVERNING LAW: The rights and obligations of the parties hereunder shall be governed by, and this Purchase Order shall be interpreted in accordance with, the laws of the State of Texas, without regard to any conflicts of laws principles that might otherwise dictate application of the law of any other jurisdiction. The exclusive forum for adjudication of any disputes between you and us shall be the federal or state courts of the State of Texas, and both parties hereby consent to personal jurisdiction and venue in such courts in any such proceeding. The Buyer hereby expressly objects to any provision of any acknowledgement or similar document of the Seller that would purport to require disputes to be resolved through arbitration.

COMPLIANCE WITH LAWS: Seller warrants that the materials to be furnished and the services to be rendered under this Purchase Order shall be manufactured, sold, used and rendered in compliance with all federal, state and local laws, orders, rules, ordinances and regulations and in compliance with applicable international prohibitions on child labor. Seller warrants that all materials delivered under this Purchase Order are in conformance with the latest Occupational Safety and Health Act (OSHA) requirements and shall provide all required Buyer Material Safety Datasheets. The Seller warrants that in the performance of this Purchase Order, it will comply with all applicable U.S. Department of Transportation regulations on hazardous materials and any other pertinent federal, state, or local statutes, laws, rules or regulations; and Seller shall hold Buyer harmless from any loss, damage, fine, penalty, or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with this warranty. Seller warrants that it has complied with the Anti-Kickback Act of 1986 and has not offered or given and will not offer or give to any employee, agent, or representative of Buyer any gratuity or any kickback within the meaning of the Anti-Kickback Act of 1986. In accepting this Purchase Order, Seller represents that



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the materials to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a).

TERMINATION FOR CONVENIENCE: Buyer may, by notice in writing, terminate this Purchase Order or work under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of materials to be provided or services to be performed under the Purchase Order. In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated and allowable costs, plus a reasonable profit, for materials provided or services performed to date of termination. Buyer may take possession of all materials so provided upon written notice of termination to Seller. Seller's obligations, including but not limited to obligations under the Proprietary Rights, Buyer's Property, Warranty, Indemnity and Infringement sections of this Purchase Order, shall survive such termination.

FORCE MAJEURE: Neither Buyer nor Seller shall be deemed to have breached this Agreement as a result of delays in performance where such delays result from occurrences that are beyond the control, and without the fault, of the party seeking excuse hereunder. Neither party shall be liable for delays caused by the other party. Any party seeking excuse shall notify the other party in writing of the cause of the delay within ten (10) days of its delay, and take all reasonable steps to mitigate the effect of such delay on the other party. The time of any affected performance provided hereunder shall be extended by a period of time equal to the length of any such excused delay, or, at the election of Buyer, Buyer may terminate for convenience its requirements with respect to all or part of the Purchase Order. Buyer's obligation to make any payments hereunder shall be suspended for the duration of any excused delay hereunder. Notwithstanding the above, in the event of an excused delay in Seller's performance beyond thirty (30) days from the date the delay begins, Buyer has the right to terminate this Agreement, and such termination shall be treated as a termination for convenience.