

## TERMS AND CONDITIONS

**SUPPLY CHAIN MANAGEMENT:** Vendor must be willing to identify the entire supply chain, which includes ongoing monitoring of subcontractor quality and delivery performance. It is the vendor's responsibility to ensure that all EulesAero requirements are flowed down to all subcontractors used in the manufacturing process. The vendor is responsible to notify EulesAero of any changes in product and/or process, suppliers or subcontractors, and manufacturing facility location. EulesAero and their representatives must be granted right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

**Quality:** EulesAero monitors supplier performance by the following indicators Quality, on time delivery\*, Customer disruptions, including field returns.

\*Neither vendor nor EulesAero shall be responsible for delays or defaults due to causes beyond their respective controls and without fault or negligence.

**RECORD RETENTION:** Vendor is responsible to retain all records relating to the product or material it has supplied EulesAero for a period of 10 years from date of shipment. This includes all shop travels, operation sheets, and or inspection reports as well as all items listed under certifications. Vendor MUST be able to produce these records upon request by EulesAero within a 24-hour period.

**TRACEABILITY AND SERIALIZATION:** Product traceability is a requirement. Vendor must provide unique identification of product batch number, lot number, or if required by the drawing, serial number. The batch, lot, or serial number must be traced to all raw material, manufacturing, and inspection records.

If raw material is supplied by EulesAero, you must assure parts are traceable by lot number and /or serial number to the raw material heat code or assigned traceable number.

If items supplied by EulesAero are serialized, you must assure that traceability is maintained during processing.

If parts are serialized, vendor must provide with each shipment a list of serial numbers in the shipment either on the packing slip or the certification.

**CERTIFICATIONS:** Vendor must submit all certifications (raw material, special processes, etc.) and certified tests reports for each shipment.

Certifications and certified tests report must include:

- EulesAero Purchase Order Number

- EulesAero Part Number

- Drawing Number and Revision

- Parts List and Revision

- All manufactured or supplied are manufactured to the latest revision

- Process performed or material provided, including type, class, grade, as applicable

- Specification number and revision as applicable

Quantity shipped

Date shipped

Name and Title of authorized representative from the company that manufactured the material, or performed the process or tests

Unique traceability number (certification number, heat code number, batch number, etc.)

Serial number list, if applicable

Statement certifying that the parts covered by the certification are in compliance with the applicable purchase order number, drawing and specification requirements

Raw Material Certification must state material is in compliance with DFAR 252.225-7014 "Alternate 1"

**FAA INSPECTION:** Vendor must be willing to allow Federal Aviation Administration (FAA) to perform an inspection at vendors' facility. During the performance of this order, Vendor's quality control or inspection system and manufacturing processes are subject to review, verification, and analysis by the Federal Aviation Administration (FAA). FAA inspection is not required unless you are otherwise notified.

**Inspection:** Product or material is not deemed accepted until they pass inspection. EulessAero shall have 10 days from actual date of delivery to inspect products and/or materials. If the product or material are rejected, in whole or part, they shall be returned to Vendor at the Vendors cost and the delivery shall not be considered to have been timely made. Payment of an invoice does not limit EulessAero remedies.

**NOTIFICATION OF NON-CONFORMING PRODUCTS:** Vendor must notify EulessAero within 24 hours of verification of any non-conforming product or material that had been shipped to EulessAero. Vendor is responsible for any cost EulessAero incurs in a recall.

The Vendor must communicate and receive written approval from EulessAero prior to delivery of the discrepant parts or materials. Vendor must be willing to complete a Supplier Corrective Action Report (SCAR) including:

Immediate corrective action and containment

Root cause and evidence of root cause analysis

Corrective action

Corrective action plan

This report must be completed and sent to the Quality Manager within 10 days of date received.

**CONFIDENTIAL INFORMATION; OWNERSHIP OF DOCUMENTS AND MATERIALS:**

Vendor will treat as confidential and not disclose any information received from EulessAero. Vendor will use such information only as necessary to fulfill its obligations under the Purchase Agreement. Upon termination of the Purchase Agreement, all such information will be destroyed by Vendor. Vendor will not make any announcement or release any information concerning the Purchase Agreement to any other person or entity, except as required by law, unless prior written consent is obtained from EulessAero.

**ACCEPTANCE:** This Purchase Order constitutes EulesAero offer to purchase from Vendor the products/materials described herein upon the terms and conditions stated herein and shall become a binding Agreement when accepted by Vendor. Any variance or amendment to any part of this Purchase Order (including any supplements, specifications or other documents incorporated herein by reference) is hereby objected to and is void unless expressly accepted by EulesAero in writing. EulesAero shall not be deemed to have accepted any offer of Vendor and shall not be responsible for goods shipped to EulesAero under except in accordance with the terms and conditions.

**CANCELLATION:** EulesAero reserves the right to terminate the Purchase Order or any part thereof, by written notice, and to refuse to accept delivery, or at Vendors cost, to return goods already delivered if shipment is made later than the day specified or if Vendor breaches or anticipatorily breaches any of the terms and conditions or if any shipments are not in accordance with EulesAero purchase order, shipping instructions, including but not limited to specification of delivering carrier.

**INVOICES:** Vendor shall mail invoices in at the time of shipping, showing purchase order number, part number and description, whether articles are prepaid or collect point of shipment, method of shipment in accordance with instructions on page one of Purchase Order. EulesAero shall pay invoice in or before 30 days after receipt of an acceptable receipt of conforming goods. On collect shipments, Vendor shall attach a copy of the Bill of Lading or transportation receipt to the invoice and retain the original copy of such documents on file. If the goods or the tender of delivery fail to conform to this Agreement, EulesAero may reject the goods in whole or in part without liability.

**CHARGES:** No charges shall be made for cartons, wrapping, packing, boxing, crating, or other costs, unless written authority from EulesAero for such charges is expressly incorporated herein by EulesAero.

**PACKING REQUIREMENTS:** All packaging must be of sufficient quality to carefully and safely transport the goods purchased and to assure lowest transportation costs. Material and/or goods incorrectly packaged where damage may or has occurred will be subject to rejection at no cost to EulesAero. Packing slips must accompany each shipment. Order number and part serial number shall appear on all shipping labels, packing slips, transport documents, invoices, and correspondence. EulesAero shall have the right to reject and ship back at Vendors expense shipments which do not meet EulesAero shipment requirements as specified herein.