



Purchase Order Terms & Conditions

Terms & Conditions are subject to change without notice.

AEREOS DEFENSE LLC, EXTERNAL PROVIDER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR AND FURTHER AGREES TO THE FOLLOWING CONDITIONS AS SPECIFIED BY THE INTERNATIONAL STANDARD (AS9100/AS9120/AS9110) AND/OR CUSTOMER REQUIREMENTS WHICH INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

The seller warrants that in the performance of this PO, seller shall comply with all applicable statutes, rules, regulations, and orders of the Government and any of the state or political subdivision thereof, and agrees to indemnify our company against any loss, damage, cost, or liability by seller's violation of this warranty.

Our organization reserves the right of final approval of product, procedures, processes, and equipment. All special processes required by this PO must be performed by qualified personnel.

Key, critical, and special characteristics are to be identified and controlled as noted on the PO or specification.

RIGHT OF ACCESS

Right of access by our organization, our customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records to include verification and validation on site, as defined on the PO and arranged with the supplier.

QUALITY MANAGEMENT SYSTEM

External Provider including their sub-tier providers must have implemented a Quality Management System (QMS). Our organization reserves the right to review and approve the Quality Management System. Standard QMS Requirements Include:

Vendors providing calibration services must provide evidence of calibration traceable to NIST. Certificates must also identify AS FOUND and AS LEFT conditions in whatever terminology deemed appropriate. Notification must be made if items are determined damaged or unable to calibrate as soon as possible for potential impact review.

Vendors providing special processing must maintain a system for validating processes similar to that of a NADCAP program.

Customer Directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.

External providers are approved for use via Certification (FAA 145, AS9100, AS9110, AS9120, ISO9001, ISO17025, etc.) must notify Aereos Defense LLC of any changes to that certification within 3 business days.

The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.



TEST SPECIMEN

Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation, or auditing (where applicable). Any statistical techniques used for inspection sampling must be pre-approved such as sample inspection plans.

NON-CONFORMING MATERIAL (OUTPUTS)

External Provider shall notify our organization of non-conforming product within 24 hours of discovery of such non-conformity, regardless of whether it be prior, during, or after receipt of the product. We do not grant disposition authority from non-conforming product. No known non-conforming product shall be shipped to us without our written authorization. External Provider shall obtain our organization's approval for non-conforming product disposition.

CHANGES

External Provider shall notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations within 12 hours.

FLOW DOWN

Flow down to the supply chain the applicable requirements including all PO requirements to the supplier's vendors of any approved outsourced products or services is required.

SUPPLIER PERFORMANCE MONITORING

Performance of suppliers is monitored using specific metrics data that includes but not limited to Quality performance of parts and services, on-time delivery performance, and price.

CORRECTIVE ACTIONS

Corrective Actions flowed to the External Provider shall be completed and returned in a timely manner. External Provider is required to flow down corrective action requirements to sub-tier providers when it is determined that the sub-tier provider is responsible for the non-conformity.

RECORD RETENTION

External Provider shall retain all Records including disposition requirements associated with the Purchase Order as required by contract for a minimum period of 10 years and the records to be deliverable to the purchaser within 48 hours after request.

PRESERVATION

The Vendor is required to preserve the product to maintain conformity to requirements during delivery. The PO price includes cost of packaging. ESD Standards apply per EN61340-5-1, and ANSI/ESD S20.20-2021.

FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION

A) Seller shall maintain a FOD prevention Program. FOD program shall include the review of manufacturing process to identify and eliminate FOD entrapment areas through which foreign objects can migrate. Seller shall ensure work is accomplished in a manner to prevent FOD in deliverable items. Seller shall maintain work areas in a manner sufficient to preclude the risk of FOD incidents. Seller shall investigate each FOD incident and ensure elimination of its root cause.



B) Buyer shall have the right to perform inspections to verify the FOD Program and audit the Seller's facility to ensure the effectiveness and documentation of sellers FOD Program. Seller shall identify a FOD control person responsible for the FOD Program.

C) Seller shall have periodic self-assessment of its internal FOD practices for compliance to requirements and its effectiveness.

PREVENTION OF COUNTERFEIT PARTS

External provider shall plan, implement, and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product in accordance with AS9100/AS9120/AS9110 clause 8.1.4 (Prevention of Counterfeit Parts), AS6174 and AS5553.

If this order indicates a ***DPAS RATING CODE:***

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATING PRIORITY RATING. CERTIFIED FOR NATIONAL DEFENSE USE UNDER DPAS REGULATION (15 CFR 700). THIS IS A RATED ORDER CERTIFIED FOR NATIONAL DEFENSE USE. THE CONTRACTOR SHALL FOLLOW ALL THE REQUIREMENTS OF THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM REGULATION (15 CFR PART 700).

FORMAT AND CONTENT OF CERTIFICATION DOCUMENTATION PACKAGE

EXTERNAL PROVIDER SHALL PROVIDE ALL CERTIFICATIONS, SHELF-LIFE INFORMATION AND BATCH NUMBERS WITH EACH SHIPMENT. IF SHELF-LIFE IS LESS THAN 80% OF EXPERATION DATE, PLEASE CONTACT US FOR AUTHORIZATION BEFORE SHIPPING. 8130-3 OR C OF C IS REQUIRED WITH ALL SHIPMENTS. ANY OTHER SPECIFIC CERTIFICATIONS SHALL BE CALLED OUT ON THE PO.