

# Aero Brake and Spares

## TERMS AND CONDITIONS

Aero Brake & Spares (AERO), our customers, and all applicable regulatory agencies have the right to enter the supplier's facility to review all processes and records that relate to this order with appropriate notification and planned arrangements.

The Supplier, as the recipient of the AERO Purchase Order or Contract, is responsible for meeting all requirements, including work performed by the Supplier's sub-tier Suppliers (also known as Sub-Suppliers or subcontract Suppliers). Should the Supplier use sub-tier sources to perform work and/or provide services on parts scheduled for delivery to AERO, the Supplier shall include traceability (flow-down) on contracts to its sub-tier sources. Sub-tier Suppliers will meet all of the applicable technical and quality requirements contained in the AERO contract, such as, quality system requirements, regulatory requirements, the use of AERO designated sources, the requirement to document and control 'key characteristics' and/or 'key processes', and will furnish traceable certifications and test reports as required. The Supplier shall only use process sources that are approved by AERO and listed on the AERO Approved Vendor List (AVL). Product acceptance will be withheld, pending sub-tier supplier approval.

All SUPPLIERS, VENDORS, and MANUFACTURERS must maintain conformance and traceability records regarding the product and/or service provided. These documents must be maintained for no less than 7 years.

All processes required by a Purchase Order (PO) must be performed by qualified personnel.

Any differences between PO listings and what are provided by the supplier or manufacturer must be clearly identified, communicated and approved by AERO prior to shipping.

Suppliers are not, under any circumstance, granted MRB authority to alter the product and/or process definitions, characteristics and designs of AERO designed products.

Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be promptly communicated to our quality department for risk assessment or inspection as required by our Quality System Manual. Additional Requirements for supplier/sub-tier suppliers of AERO Product: Establish process and/or procedures that 1.) Ensure that each supplier/sub-tier product, article, or service conforms to the production approval holder's requirements; and 2.) Establish a supplier/sub-tier supplier reporting process for products, articles, or services that have been released from or provided by a sub-tier/sub-tier supplier and subsequently found not to conform to the production approval holder's requirements.

MANUFACTURERS must obtain written AERO approval for changes to any process, condition or geometry that could affect product quality or design prior to implementation.

Suppliers performing CALIBRATION services must provide certificates that note the international or national standard used, received tolerance, actual measurements taken, any adjustments made, and reference to applicable calibration standards (ANSI Z540 and/or ISO10012).

AERO will not authorize any supplier to Ship to Stock to our customers. Direct Shipments of any type are specifically prohibited and will result in immediate rejection and return to the supplier.

**COMPLIANCE WITH LAWS:** In providing Goods and Services under the Purchase Order, Supplier agrees that it shall comply and has complied with all applicable foreign, federal, state, and local laws, rules and regulations. Goods and Services ordered herein may be used by AERO in fulfilling a U.S. Government prime or subcontract and may be subject to applicable Government Procurement Regulations, and Supplier agrees to be bound thereby and comply therewith. Supplier shall inform AERO promptly of any adverse events, any allegations, and/or findings of violations of applicable laws or regulations that could potentially affect the quality of the goods and/or services to be delivered. Supplier will hold AERO harmless from all liability resulting from any failure by it to comply with this provision.

Approved by:



Date:

5/25/2016