



Terms and Conditions Of This Purchase Order

Revised 04/16/2019

*Attention: Any violation of the below purchase order requirements may result in Aerospace Fasteners, Inc. (AFI) cancelling the aforementioned purchase order.

*Aerospace Fasteners, our customer, and applicable regulatory agencies have the right to enter the supplier's facility, as well as all sub-tiers that are applicable to the order, with appropriate notification and planned arrangements. This includes verification or validation activities of any elements related to this purchase order by a set of requirements designated by AFI or its customer. These entities also have access to any applicable records related to the pertinent order.

*All applicable requirements of this order must be flowed down to any sub-tier suppliers involved in the completion of this order.

*Conformance records showing that the items listed above meet specifications are required for each different line item.

*Any differences between what is listed above and what is provided by the supplier must be clearly identified and communicated to Aerospace Fasteners personnel prior to shipping. This also includes any changes to product characteristics, process definitions or issues with this order prior to processing.

*Suppliers must use customer-directed or approved sub-tier suppliers if required by the purchase order. All special processes related to this order must be performed by qualified personnel or those specifically specified on the purchase order by Aerospace Fasteners.

*Detection of a nonconforming product regarding any order (currently in work or previously shipped) must be communicated immediately to Aerospace Fasteners in a timely basis (preferably within 24 hours or the next business day).

*All suppliers must maintain process and conformance records regarding the product or service provided in regard to this order for a minimum of 10 years from the date of the order.

*Unless otherwise specified, all orders are for the current revision of the part needed.

*If the delivery of the items is not made in the quantities and the times specified, Aerospace Fasteners may terminate this order by notice, effective when received by the Seller.

*Seller agrees that, in the fulfillment of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where work performance under this order is carried out, as well as all applicable laws of the United States of America.

*In the event of a dispute between Aerospace Fasteners and the Seller arising out of or related to this order, both parties agree that a representative, with decision-making authority, will be made available by both parties in order to resolve the issue. If the parties do not succeed in negotiating a resolution of the dispute, both parties agree to use an alternative dispute resolution procedure (such as mediation), to resolve the dispute. This negotiation should be done in a timely manner and in good faith.

*This agreement shall be interpreted and governed using the English language.

*All calibration work must be accredited to ISO/IEC 17025-1999 through A2LA, or ANSI/NCSL Z540-1-1994 (pertains to calibration of Aerospace Fasteners equipment).

*Supplier must notify (if applicable) Aerospace Fasteners if product delivered contains “Conflict Minerals” including tin, tantalum, tungsten, or gold which originated in the Democratic Republic of Congo (DRC) or its surrounding countries (please refer to rules at www.sec.gov/rules/final/2012/34-67716.pdf).

*Supplier must do their due diligence in the prevention of counterfeit items being provided in the fulfillment of this order per industry standards.

*By acceptance of this order, supplier understands they are required to make every effort to contribute to product or service conformity, product safety, and conducting ethical behavior.

*Supplier must notify Aerospace Fasteners if product contains chemicals that California, USA has determined cause cancer, birth defects or reproductive harm as defined in Proposition 65, otherwise known as the Safe Drinking Water and Toxic Enforcement Act of 1986. Please to rules at <https://oehha.ca.gov/proposition-65/general-info/proposition-65-plain-language>.

*Supplier must provide a manufacturer’s REACH Compliance statement in accordance with the most current candidate list of substances <http://echa.europa.eu/candidate-list-table>. Additional information on the European Union’s REACH regulations can be found here: <http://echa.europa.eu/regulations/reach>. Current Safety Data Sheets may be accepted as an alternative.

* Aerospace Fasteners, Inc. (AFI) reserves the right to identify the requirements for interaction with the supplier including: The use of interactive documentation, the use of email, and documented confirmation methods of all verbal interactions.

* Supplier performance measures are used, including product conformity, supplier risk and on-time delivery, in order to control and monitor suppliers utilized in AFI’s approved supplier list. Failure to meet performance standards may result in corrective action or removal from the approved supplier list by Aerospace Fasteners, Inc.

* AFI reserves the right to approve or specify any designs, tests, inspection plans, verification, criteria for design and development required by Aerospace Fasteners from a supplier.

* AFI has the right to approve or specify any special requirements, critical items, or key characteristics on the order.

* AFI reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by Aerospace Fasteners, Inc.

* Suppliers must have implemented a quality management system compliant to the applicable industry standard which governs them, or as required by AFI. AFI reserves the right to review and approve the supplier’s quality management system.

* The supplier shall notify AFI as soon as possible of any changes to a product and/or process, including changes of suppliers or location of manufacture, that may affect conformance to specifications or requirements, and to obtain approval from AFI prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the supplier.

*Any information applicable to a Department of Defense (DOD) contract is subject to the provisions as defined in NIST SP 800-171 and applicable FARS/DFARS clauses. See this publication at <http://dx.doi.org/10.6028/NIST.SP.800-171>.