



3A Inc. --- Terms and Conditions

PURCHASE ORDER, Terms and Conditions

1. Definitions:

The term "Supplier" as used herein refers to the Supplier executing this Purchase Order and there by agreeing to provide goods or perform services hereunder. The term, as used herein, also includes subcontractors, independent subcontractors and all other classes of persons performing any type of work under this Purchase Order.

2. Acceptance:

This Purchase Order constitutes an offer by 3A Inc. to Supplier upon the terms and conditions stated herein and in the body of the Purchase Order and shall become a binding contract either by acknowledgement of performance.

**By acceptance of this Purchase Order, Supplier agrees to comply fully with the terms and conditions hereof, except as otherwise agreed to in writing by 3A Inc. Supplier's acceptance of this Purchase order shall be exclusively governed by the terms and conditions of this Purchase Order In the event of any conflict between the terms and conditions of this Purchase Order and any of the supplier's terms and conditions in any documented accepted by 3A Inc., the parties agree that the terms and conditions in this Purchase Order shall control exclusively.

3. Proprietary Information- Confidentiality:

Any information or data in the form of specifications, drawings, reprints, technical information, electronic media or otherwise, furnished to the Supplier under this order shall remain 3A Inc.'s and the end customer's property, shall be deemed proprietary, shall be kept confidential and shall be promptly returned to 3A Inc. upon request. Supplier shall not copy nor disclose, without 3A Inc.'s written permission, any such information or data to any other person, or use such information or data itself for any purpose other than performing this order.

4. Amendments:

Amendments to the printed terms and conditions of this Purchase Order must be in writing and acknowledged by both Supplier and Buyer.

5. Changes:

Buyer may at any time make changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs, or specifications where the goods to be furnished are to be specifically manufactured for Buyer; (ii) method of shipment or packing; (iii) place and time of delivery; (iv) quality and/or quantity. If any changes cause an increase or decrease in the cost, or the time required for the performance of, any work under the Purchase Order, an equitable adjustment shall be made in the Purchase Order or delivery schedule, or both, such adjustment to be made in writing and signed by Seller and Buyer.



3A Inc. --- Terms and Conditions

6. Price and Payments:

Supplier agrees that the per unit price or total price set forth on the face of the Purchase Order is firm and not subject to increase. Payment terms are stated on the face of the Purchase Order, initiated at the date of receipt of the valid invoice or bill of lading by Buyer. Payment of Seller's invoice is subject to adjustment for any shortages or rejection. Any changes to the payment terms must be agreed upon and in writing between the Buyer and Seller.

7. Packing, Preservation and Marking:

Supplier shall package goods in a manner that prevents damage and is accordance with best commercial practices and consistent with any applicable law unless otherwise specified in the Purchase Order. Any special cost related to packing of the goods will be indicated in this Purchase Order and must be broken down per line item in the Supplier's invoice. Buyer reserves the right to request a return for repairs, replacement for full refund from Supplier for damage of any good due to improper packaging. *This includes water damage that may occur in transit. Buyer reserves right to return parts for evaluation if water damage can access parts not protected by ESD or HUM bags.

Devices identified as electrostatic discharge sensitive shall be handled, stored, packages, and shipped in such a manner as to preclude damage from electrostatic discharge.

No packing peanuts allowed.

8. Delivery:

Time is of the essence with respect to the Purchase Order. The specific service or quantity of goods ordered cannot be changed without the prior written consent of Buyer. For any pushouts, the supplier should provide consistent updates until updated schedule is provided and confirmed.

Each shipment shall include a detailed complete bill of materials/parts, Purchase Order on the paperwork, and a Certificate of Conformance or Certificate of Analysis must accompany each delivery of material to 3A Inc. Shipment is subject to rejection if all required documentation is not included with the shipment.

If such changes to the delivery schedule result in an increase in price. Supplier will submit a claim for adjustment in accordance with section 5 CHANGES. If no method of shipment is specified in the Purchase Order, Supplier shall use ground shipping by previously approved carrier.

9. Inspection:

All goods received are subject to inspection, test and use by 3A Inc. or the final destination of the customer, and 3A Inc. shall have the right to refuse acceptance of any goods not meeting specifications and may revoke acceptance for goods found to be nonconforming to contract specifications. If reference to a contract with or for the United States Government, or any agency thereof, appears on the face of a Purchase Order, the goods and services ordered hereby shall also be subject to inspection by an officer of the United States or its agencies authorized to make such inspection(s).



3A Inc. --- Terms and Conditions

10. Rejection:

If any of the goods or services provided pursuant to the Purchase Order are found at any time prior to expiration of its applicable warranty to be defective or otherwise not in conformity with the requirements of the Purchase Order or other related specification(s), Buyer, in addition to all other rights, remedies and choices Buyer has pursuant to the Purchase Order, these terms of purchase, by law, and in equity, may, upon its option and sole discretion at the Sellers expense: (i) reject and return all of the goods or services or only reject the non-conforming good or services; (ii) take action to cure all defects and/or bring the goods into conformity with all requirements of the Purchase Order, allocating all costs, expenses (including, but not limited to, material, labor, and handling costs), and other reasonable charges for Seller's account; (iii) withhold total or partial payment; (iv) require Seller to immediately and properly correct any defective portion of the services and/or require Seller to immediately replace or repair, as appropriate, with goods that conform to the Purchase Order; (v) require Seller to recall and replace or repair, as appropriate, all nonconforming goods and/or services. For any repair or replacement, Seller shall perform any and all tests requested by Buyer to verify conformance to the Purchase Order. Cost for tests and verification shall be borne by Seller.

11. Corrective Action:

Supplier shall address nonconformities with correction and/or corrective action and provide evidence of actions taken upon Buyer's request. Corrections and corrective actions must be completed in a timely manner.

12. Certificate of Conformance:

A Certificate of Conformance or Compliance (C of C) is required with all shipments received by Supplier. The C of C is required to determine the acceptability of the supplies and meets all Purchase Order requirements. If the C of C is not provided, is incomplete, or is otherwise unacceptable, then the supplies may be determined to not meet contract requirements and may be rejected.

13. Conflict-Free:

Supplier shall not use any conflict minerals as defined under Section 1502 of the U.S. Dodd-Frank Act. Suppliers are expected to ensure that parts and products supplied to Buyer are conflict-free. The CFSI Conflict Mineral Report Template shall be completed upon request, if applicable.

14. Counterfeit Parts Risk Mitigation:

Suppliers are required to implement and enforce a written Counterfeit Parts Prevention and Control Plan per industry standards. The plan shall flow down requirements of AS6496, AS5553, AS6174, DFARS 252.246-7007, and/or DFARS 252.246-7008 as applicable throughout the supply chain. Suppliers shall purchase material directly from original equipment manufacturers, original component manufacturers, or their authorized distributors, when the parts are still being manufactured or available in stock directly from such sources. Purchases from independent distributors (i.e., brokers) are not allowed without prior documented approval from 3A Inc. Independent distributors should be certified to AS6081. Suppliers are required to maintain record of approvals.



3A Inc. --- Terms and Conditions

15. Warranties:

In addition to warranties implied in fact or law, the supplier warrants that all goods, material and/or services covered by this Purchase Order will be merchantable and free from defects in materials and workmanship and will conform to applicable specifications, drawings, samples and descriptions and will be fit and sufficient for the particular purpose intended. Supplier further agrees that all terms of warranty are in compliance with all applicable laws in effect at time of shipment. Supplier shall hold 3A Inc. harmless from any damage or loss arising from a breach of any warranty.

Supplier warrants that goods furnished hereunder shall be free of Foreign Object Debris (FOD). Furthermore, Seller agrees to implement all necessary arrangements required to prevent, detect and eliminate foreign object debris during manufacturing, assembly, inspection, storage maintenance, packaging and shipping.

16. Assignment and Subcontracting

This Purchase Order and any payments to be made hereunder shall not be assigned or transferred by Supplier without prior written approval by 3A Inc.. Similarly, Supplier shall not further subcontract any portion of the work to be performed under this Purchase Order without prior written consent by 3A Inc..

17. Approval-Form/Fit/Function Alterations:

Supplier will not implement or otherwise deliver 3A Inc., products incorporating any alterations to product form, fit or function without prior written approval 3A Inc.. When applicable the Supplier may be required to provide the Buyer with a First Article Inspection (FAI) to validate confirmation to the product specifications, drawing and any other form of media.

18. Supplier Performance Criteria:

Supplier performance criteria as utilized by 3A Inc. to assess performance: on-time delivery; quality (rejects/returns); pricing and customer service. Unless contacted by 3A Inc. a supplier's performance is considered adequate.

3A Inc. -- AEROSPACE SUPPLIER REQUIREMENTS

Purpose: to provide additional emphasis on certain quality management system requirements pertaining to suppliers of raw materials, parts or processing services for aerospace applications.



3A Inc. --- Terms and Conditions

Suppliers must:

1. Not deviate from control plan requirements, material specifications/designated sources or manufacturing processes employed at the time of initial part approval without 3A Inc.'s approval.
2. Maintain accountability for all products, including: revision status of all parts/components, traceability to date of manufacture and material used, and specific records of nonconforming product disposition completion.
3. Maintain positive physical control and identification of nonconforming product designated as scrap until physically destroyed.
4. Not apply a "use as is" disposition to nonconforming product without written approval from 3A Inc..
5. Report to 3A Inc., on the same day of discovery, any situations where it is discovered after-the-fact that nonconforming product was inadvertently shipped.
6. Prevent the use of counterfeit parts
7. Apply nonconforming product controls to product with shelf-lives, consistent with those or, as a default, to such product more than 1 year old.
8. Retain inspection records with traceability to the specific related product for a minimum of 10 years after the date of manufacture.
9. Provide a legible copy of actual inspection results with each shipment if requested.
10. Ensure stock rotation
11. Inform 3A Inc. prior to acceptance of any order for a new or existing part of any gaps in the information provided by 3A Inc. that could result in the supplier producing any product or failing to meet any other requirements expected by/defined by 3A Inc.
12. Accurately and completely communicate in writing all pertinent 3A Inc. requirements to sub-suppliers, including key characteristics, critical items, and special requirements, or other "flow downs" applicable to the subcontracted activity.
13. Periodically check the condition of any production equipment or tooling used on aerospace parts while the equipment or tooling is in storage and exercise proper controls over inactive equipment/tooling being stored
14. Accommodate reasonable requests by 3A Inc. or customer representatives for whom you supply product and/or other regulatory authorities' access to your facilities and product-related records.
15. Adhere to export/import requirements per as ITAR and related Export Laws and Regulations, Federal Acquisition Regulations (FAR) and Department of Defense FAR Supplement (DFARS), including Security Requirements. Details available from 3A Inc. upon request.
16. Ensure that personnel involved with 3A Inc. product are aware of their contribution to product/service conformity, product safety, and the importance of ethical behavior.



3A Inc. --- Terms and Conditions

1.1.2 QUALITY MANAGEMENT SYSTEM CERTIFICATION REQUIREMENTS

The following table lists 3A Inc. requirements by supplier type

Supplier Type	QMS Requirements
Build to Print/Build to spec	AS9100 Certification
COTS	ISO9001 or AS9100 Certification
Distributor	ISO9001 or AS9100 or AS9120 Certification
Test equipment calibration	ISO10012, ISO 17025, ANSI/NCL Z540.3, or Nadcap AC7006
Service Providers	ISO9001 or Good Industry reference

1.1.5 NOTIFICATION OF QMS STATUS CHANGES

If the supplier's QMS certification is renewed, revoked, suspended, changed, or will expire during the performance of the order, the supplier shall notify the Buyer in writing to Amy@threeainc.com. Notification shall be made within 48 hours of the following: revocation, suspension, change, or expiration and provide detail for the appropriate items in the list. All affected part numbers shall be listed in the email notification. For renewals, suppliers shall notify 3A or make a copy of their certification available within thirty days of receipt.

Revision Date	Notes
5/13/22	Original Issue