

# Purchase Order Terms and Conditions

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## 1.0 Acceptance

Acceptance of a purchase order from Utechtt Aero Incorporated ("UAI") constitutes acceptance and accountability for achievement of all requirements listed in the purchase order, as well as your company's agreement to the applicable terms and conditions specified in this document.

### 1.1 Changes to the Product

The vendor shall promptly notify UAI of any changes, proposed or otherwise, to the product design or any associated processes.

### 1.2 Flow Down Requirements

All purchase order requirements, terms, and conditions shall be flowed down to the vendor's sub-tier vendors, as applicable to the process, service, or material being provided to the vendor by its sub-tiers. Deviations to the purchase order requirements, terms, and conditions are not authorized without written consent from UAI.

### 1.3 Reporting

Vendor must immediately report to UAI of any failure, malfunction, or defect in any product, part, or service delivered to UAI.

### 1.4 Failure to Consent

Any vendor that fails to consent to these requirements shall immediately notify UAI and is required not to perform any work against any applicable UAI purchase orders.

## 2.0 Quality

### 2.1 Quality Management System

Vendors receiving purchase orders from UAI are required to be approved and included on the UAI Approved Vendor List (AVL), and eligibility requires one or more of the following:

- (a) A quality management system (QMS) that is certified to an industry recognized specification, i.e. ISO 9001, AS9100, AS9110, AS9120, Nadcap, etc. Certificates must be current to remain eligible.
- (b) Approval achieved by means of the UAI Vendor Audit form, UAVA-F-008.

Once added to the UAI AVL, the vendor must continue to demonstrate an acceptable level of performance to remain eligible for new business and to maintain their approved status.

Changes to the vendor's QMS, including changes to senior quality management, facility locations, or ownership, may subject the vendor's QMS to be reexamined and/or reapproved by UAI. Vendors shall notify UAI of any changes to their QMS prior to any shipments occurring after the change.

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### 2.2 Prevention of Counterfeit Parts

Vendor shall plan, implement, and control processes, appropriate to its organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to UAI. Vendors are required to supply only authentic and conforming material acquired from legally authorized sources with plans to mitigate risk, control, disposition, and reporting of counterfeit parts. A counterfeit part prevention and control program in accordance with AS6174 is preferred, as applicable.

### 2.3 Handling and Storage

Vendor shall establish and maintain a system to provide for handling and storage of products to protect and prevent loss, substitution or damage, and provide for the prevention, detection and removal of foreign object debris (FOD).

### 2.4 Non-Conforming Product

Vendor shall promptly notify UAI, in writing, if any non-conforming product was provided, or may have been provided at any time, to UAI (ref 1.3).

### 2.5 Control of Records

Vendor shall retain all applicable quality documentation, certifications, test reports, inspection data, first article inspection documentation, etc. for a minimum of ten years.

### 2.6 Right of Access

UAI personnel, customer representatives, and regulatory authorities shall be allowed right of access to determine and verify the quality of work, records, and material at any place, including all vendor facilities and those of any sub-tier vendors, where work is performed for UAI. Vendors shall include the provisions of this facility access requirement in its purchase order requirements with its sub-tier vendors.

## 3.0 Delivery

### 3.1 Certificate of Conformity

A signed certificate of conformity (C of C) is required with each shipment, unless otherwise specified, and shall include the following minimum information:

- (a) Company name and address.
- (b) Part numbers.
- (c) Any applicable specifications or drawing numbers with reference to the revision level used for the product or service being shipped.
- (d) Method of traceability, including all applicable lot numbers or serial numbers (ref 3.3).
- (e) Quantities included in shipment.

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- (f) Printed name and signature of quality representative releasing the products or service for delivery with respective date.

### 3.2 Age-Sensitive Materials

Age-sensitive material documentation shall include the following minimum information:

- (a) Date of manufacture.
- (b) Shelf life term or expiration date and storage conditions to maintain shelf life, if not stated elsewhere.

Materials received with less than 80% of its total shelf life remaining will not be accepted.

### 3.3 Traceability

All articles, services, and applicable documents shall be identified with a unique identification that will provide traceability. This unique identification shall be in the form of a serial number, lot number, or batch number, and is dependent upon the nature of the product or service provided.

### 3.4 Packaging

The vendor shall ensure proper handling, packing, and damage protection for all products or materials shipped to UAI.

### 3.5 First Article Inspection

A First Article Inspection (FAI) is required on:

- (a) A part representative of an initial production process used for the manufacture of the respective part.
- (b) A part representative when a change to the production process used for the manufacture of the respective part is planned or considered.

FAI documentation will be in accordance with the current revision of SAE AS9102 and is required to accompany all FAI parts and a copy maintained on file by the vendor (ref 2.5).

### 3.6 Test and Inspection Reports

Any applicable test and inspection report documentation is required to accompany each respective product or service. Test reports shall be original documents and include the following minimum information:

- (a) Test plan, specification, or designation with the revision level used for testing.
- (b) Pass/Fail criteria and respective results.
- (c) Test technician.
- (d) Printed name and signature of person approving the test report and respective date.

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### 3.7 Material, Chemical, and Physical Test Reports

Material, chemical, and physical test reports are required to accompany each respective product or service. Test reports shall be legible and include the following minimum information, as applicable:

- (a) Material designation with the revision level used for manufacture.
- (b) Chemical composition analysis.
- (c) Specification with the revision level used for inspection or testing.
- (d) Pass/fail criteria and respective results.
- (e) Traceability (i.e. Mill test report, heat treatment, plating certification, etc.)

### 3.8 Certificates of Calibration

All calibration services require a certificate of calibration traceable to the National Institute of Standards and Technology (NIST), or equivalent, unless otherwise specified.