



PURCHASE ORDER TERMS AND CONDITIONS

By accepting this PO the supplier agrees to all terms and conditions listed here.

1. Quality Requirements:

- 1.1. The Supplier shall comply with all applicable requirements of AS9100D, including any referenced customer or regulatory requirements.
- 1.2. The Supplier shall maintain a documented quality management system (QMS).
- 1.3. The Supplier shall provide evidence of QMS certification upon request.
- 1.4. All products or services provided shall conform to the specifications, drawings, and other technical requirements stated in the Purchase Order.
- 1.5. In the event of unexpected anomalies or nonconformances, the supplier is obligated to inform Elite SXS Engineering within 24 hours of discovery. No known non-conforming product shall be shipped without authorization from Elite SXS Engineering.
- 1.6. Supplier shall obtain Elite SXS Engineering approval for non-conforming product disposition.
- 1.7. When required, corrective actions shall be completed and returned within 30 days.
- 1.8. The supplier acknowledges its responsibility to implement appropriate corrective actions when presented with complaints or nonconformance reports from Elite SXS Engineering.
- 1.9. When indicated on the Purchase Order, Supplier must use Elite SXS Engineering's customer approved sources.
- 1.10. Supplies must maintain a 95% on time delivery and quality rating.

2. Right of Access:

- 2.1. The supplier acknowledges and grants Elite SXS Engineering the right to access at any level of the supply chain where products and related products are produced facilities, products, and related quality records at any time.

2.2. This access may be initiated by Elite SXS Engineering, its customers, or regulatory authorities for the purpose of verifying product quality. However, access may be limited to records and products directly related to Elite SXS Engineering's products or contracts.

3. Flow Down of Requirements:

3.1. The Supplier shall flow down and enforce all applicable requirements to its sub-tier suppliers.

4. Change Control:

4.1. The Supplier shall not make any changes to the product, process, or QMS without prior written approval from Elite SXS Engineering.

4.2. 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.

5. Record Retention:

5.1. The Supplier shall maintain records pertaining to the manufacturing, inspection, and testing of Elite SXS Engineering's product related to this Purchase Order for a minimum of 7 years.

5.2. After retention has been achieved records will be destroyed.

6. Counterfeit Parts Prevention:

6.1. The Supplier shall implement a counterfeit parts prevention program.

6.2. Supplier shall notify Elite SXS Engineering immediately if they become aware of or suspect counterfeit parts have been used in product that has been delivered to Elite SXS Engineering.

7. Foreign Object Debris (FOD) Prevention:

7.1. The Supplier shall implement a FOD prevention program in compliance with AS9146.

8. Special Processes:

8.1. The Supplier shall ensure that all special processes are performed by qualified personnel and in accordance with approved procedures.

9. First Article Inspection (FAI):

9.1. When specified in the Purchase Order, the Supplier shall perform FAI and submit an FAI report to Elite SXS Engineering for approval prior to production.

10. Packaging and Shipping:

10.1. The supplier is required to include all relevant certificates with each shipment.

10.2. The Supplier shall package and ship products in a manner that prevents damage or deterioration during transit.

10.3. The Supplier shall comply with all applicable packaging, labeling, and shipping regulations.

10.4. If delivery time cannot be met, Elite SXS Engineering shall be notified in advance.

11. Confidentiality:

11.1. The Supplier shall protect all confidential information provided by Elite SXS Engineering.

12. Compliance with Laws and Regulations:

- 12.1. AS9100 requires Elite SXS Engineering LLC to ensure external providers' personnel are aware of the following: - Their contribution to product or service conformity; i.e. the role the providers' personnel have in manufacturing Quality products. - Their contribution to product safety; i.e. The role the providers' personnel have in usage and safety of product to include: FOD, shelf-life controls, handling conditions and storage. - The importance of ethical behavior; i.e. The role the providers' personnel have in providing accurate and forthright information regarding the status of product, plus reporting and not passing on defects or non conformances (e.g., line stoppage as appropriate, recalling delivered non-conforming product, ...), and respecting the laws, regulations, internal rules, regarding e.g.: conflict of interests, export compliance regulations, intellectual property agreements, acceptance or proposals of gifts, invitations or favors with customers and suppliers.

13. DPAS Rated Orders

- 13.1 DPAS Rated Orders If this is a DPAS rated order, the DPAS rating will be found on the purchase order. DPAS Statement: DPAS Rated orders are certified for national defense use, and you are required to follow all of the provisions of the Defense Priorities and Allocation System regulations. (15 CFR 700) This statement shall be flowed down to all subcontractors utilized by your company to manufacture this item. Additionally, in the event of a late delivery, notify MTE immediately as to provide timely notification to its customer. For priority levels of each DPAS rating refer to 15 CFR 700, 700.11, or 700.12.