



ATLAS AEROSPACE

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Terms and Conditions Standard Purchase Order / Contract Requirements

Quality System:

Seller shall provide and maintain a Quality System acceptable to Atlas Aerospace purchase order / contract requirements. Compliance with the following requirements shall not absolve Seller of providing acceptable product nor preclude subsequent rejection. Seller's Quality System is subject to review and approval by Atlas Aerospace during the purchase order / contract duration.

Right of Entry:

All items of the purchase order / contract are subject to surveillance, including facilities, equipment, personnel, product, procedures, systems and records at Seller's facility; such surveillance may be jointly performed by a representative of Atlas Aerospace and its prime contractor, and/or the Federal Aviation Administration (or non-domestic, equivalent agency).

Subcontracting:

Subcontracting by Seller is allowed provided Atlas Aerospace is notified and all subcontracts and purchase orders issued by Seller shall provide to Atlas Aerospace the same rights and protection as contained in the Right of Entry clause.

Drawing Control:

All planning, drawing, sketches, etc., issued with purchase order / contract are of the revision in effect on date of purchase order / contract award. Seller shall keep confidential and protect from disclosure all information and property obtained from Atlas Aerospace. Unless authorized, Seller shall use Atlas Aerospace supplied information and property only in the performance and purpose of this purchase order / contract. Upon Atlas Aerospace's request, and in the event of completion, termination or cancellation of this order, Seller shall return all such information and property to Atlas Aerospace or make such other disposition as directed.

Numerically controlled data:

All Atlas Aerospace supplied NC data is considered **REFERENCE** only. All Atlas Aerospace's NC data is intended for use with Atlas Aerospace in-house equipment only. Due to the potential miss-use(s), complication of information, machinery differences and update issues, **ALL** suppliers who request and utilize and NC data will automatically assume all risks involved. Regardless of Atlas Aerospace NC data, **Final Products** from suppliers **MUST** always comply with current **ENGINEERING DATA**.

Inspection Requirements:

Dimensional inspection of all units, parts or assemblies is required for all associated features and indicates acceptance or rejection on applicable certification or packing slip. Upon notification of non-conformances and receipt of a request for corrective action by Atlas Aerospace, the Seller must respond within fourteen (14) days of noted shipment to Atlas Aerospace, with cause, corrective and preventive action. Returning non-conformance items does not constitute acceptance by Atlas Aerospace. Individual non-conformances must be adequately identified. Seller shall immediately notify Atlas Aerospace when discrepancies in the Seller's process or product are discovered or suspected which may affect parts or assemblies seller has delivered or will deliver.

Inspection, Measuring and Test Equipment (IM&TE):

Suppliers performing to Purchase Order(s) from Atlas Aerospace are expected to maintain a system (e.g., MIL-STD-45662 or other comparable standard) to control and calibrate IM&TE according to the Supplier capability. At a minimum, suitable calibration standards, traceable to N.I.S.T., must be maintained by the Supplier, sufficient in kind and type to verify Supplier's IM&TE is capable of performing accurate measurements to the extent necessary and ensure compliance to Atlas Aerospace Purchase Order requirements. Traceable N.I.S.T. calibration certification(s) for the calibration standard(s) must be maintained on file and available for review.

Time Sensitive Material:

Where time sensitive materials are used, Seller shall include on all certifications or packing slips the following:

- Type of material
- Expiration date
- Lot or batch number

Process Control:

Seller shall use process control techniques for all identified characteristics noted on purchase order / contract, engineering drawings and manufacture and quality plans. Seller shall maintain records subject to examination, and furnish copies of charts or graphs used in process control with shipment. Seller shall employ continuous improvement techniques relevant to their part and Quality System processes.

Atlas Aerospace Supplied Tooling:



Rev C

01/28/13



Seller shall be responsible for proper care, usage, protection and return of all Atlas Aerospace supplied tooling and measuring equipment used by Seller for purchase order / contract completion.

Foreign Object Damage:

Seller shall maintain a program to control foreign object damage or contamination during manufacturing, assembly, inspection and shipment.

Handling & Packaging:

Seller shall protect the conformity of Atlas Aerospace material, parts and tools during internal processing and delivery.

Certificate of Conformance:

Certificate of Conformance or Certification is required from Seller for parts and / or materials in compliance with applicable purchase order / contract, drawing, specification and revision requirements.

Part Control:

Seller agrees not to make any change in material or design, which would affect the part, or any component thereof.

Atlas Aerospace Provided Materials:

"Buyer Materials" means any and all materials (whether in raw, partially machined, partially finished, treated, or finished form), samples, models, tooling, dies, jigs, fixtures, plans, designs, specifications, software, drawings, technical or other information, intellectual property rights, contract rights or other tangible or intangible things provided by buyer to seller for seller's use in fulfillment of this order paid for by buyer (in addition to the price of the products) or, if specified on this order or by mutual agreement in writing, to be paid for by buyer (in addition to the price of the products).

- I. Except as otherwise provided herein, seller shall not use, reproduce, or disclose for the benefit of any party other than buyer, any buyer materials. Seller shall not use the buyer materials to produce or manufacture products, other than buyer's products, without prior written authorization from buyer.
- II. As between buyer and seller, title to buyer materials shall by and remain with buyer at all times. Seller shall bear the risk of loss, damage or destruction of the buyer materials and shall promptly replace, fully compensate buyer, or repair, without expense to buyer, any of the buyer materials which are lost, damaged or destroyed by seller. Seller shall provide an inventory of each buyer material as requested by buyer from time to time. All buyer materials shall be returned to buyer upon termination or completion of this order unless buyer shall direct otherwise in writing.
- III. Seller acknowledges that buyer materials may be unique and proprietary and that monetary damages may be inadequate to compensate buyer for seller's breach of this provision. Accordingly, in addition to any other remedies available to buyer under this order, or at law or in equity, buyer will be entitled to seek injunctive relief to enforce the terms.
- IV. Unless otherwise stated in this order, invoices for tooling to be paid for by buyer will not be processed and payment for such tools will not be due until buyer has accepted products produced from such tools. If applicable to this order, all tools furnished or paid for by buyer and lost, damaged or destroyed by seller shall be charged to the seller at replacement value.
- V. "Atlas Aerospace Provided Materials" terms may be waived at an Atlas Aerospace buyer's discretion.

Raw Material Control:

Atlas Aerospace furnished raw material, forgings, castings, extrusions or Standards require strict accountability by Seller. Seller shall maintain positive individual lot integrity of finished product and identification of all raw material, including forgings, castings, extrusions, Standards, finished product, and any excess material. Seller furnished material shall have in addition to the requirements of Atlas Aerospace furnished material, complete and verified certifications and test reports containing all necessary information for acceptance by Atlas Aerospace Quality Assurance Department. Seller shall not sell or dispose of any proprietary property such as excess material or defective items without authorization from Atlas Aerospace.

****Note:** Non-USA sources of metallic raw material and ALL titanium ingot suppliers (non-USA and USA) used for Boeing Commercial Airplane Group products shall be per D1-4426, as applicable. D1-4426 600 series codes identify those metallic raw materials that require Boeing Engineering approval of non-USA suppliers and all suppliers of Titanium ingot and approved sources are as listed therein. Identified are mill products by specification that require approval and ingot by alloy that require approval when used for mill products specified.

*****NOTE:** BELL HELICOPTER RAW MATERIAL SHALL BE COMPLIANT TO DFARS 252.225.7014 UNLESS OTHERWISE stated.

Serialization:

As applicable, serial numbers shall be assigned by Atlas Aerospace, applied on all products, and recorded on all required documentation by Seller. Assigned serial number shall not be altered or replaced.

Processing:

Certification is required for all special processing (e.g., heat treat, penetrant inspect, shot peen, etc.). Special processes shall only be performed by approved sources as specified in applicable purchase order / contract, drawing or specification. Functional test reports or results shall be furnished by Seller as required by the applicable purchase order / contract, specification or drawing.

First Article Inspection:

Seller shall perform First Article Inspection on first unit, part, or assembly for each item of the purchase order / contract. Documented results shall show actual dimensions or values of each feature and be available upon request. First Article Inspection reports do not constitute acceptance by Atlas Aerospace. First Article requirements are mandatory.

Quality Records:

All quality records must be legible, stored, and retained in a suitable environment to prevent damage, deterioration, or loss. Quality records shall be retained a minimum of seven (7) years, unless specified otherwise by purchase order / contract (i.e. 15 years for Hawker Beechcraft

FAIs). ** *Quality Records – Hard copy, electronic or other media that demonstrate conformance to specified requirements and verify effective operation of the quality system.*

Tax:

Items purchased under this purchase order / contract by Atlas Aerospace are for resale, not subjected to Kansas State and local sales or use tax.

Company Name

Name & Title

Signature

Date