



Purchase Order General Terms and Conditions

The Terms and Conditions posted here apply to all Aerobond Composites, LLC d/b/a Aero-Bond Corp. (Aerobond) purchase orders. This Purchase Order by Aerobond (hereinafter referred to as Buyer) becomes a binding contract, subject to the terms and conditions hereof, upon confirmation of this Purchase Order or upon the commencement of performance by the Seller (the party accepting this Purchase Order). ANY CHANGE, ADDITION OR MODIFICATION TO THIS PURCHASE ORDER MUST BE AGREED TO IN WRITING BY THE BUYER. If the parties intend that Seller furnish personal services to Buyer at Buyer's facilities or work sites under this contract the terms and conditions set forth in the General Conditions for Field Services attached hereto shall also apply.

1. **INVOICING.** Seller agrees to submit an invoice with each shipment showing the Purchase Order number. All invoices should be issued to Aerobond c/o Accounts Payable. The period of any cash discount period available to Buyer will date from the date of the invoice. When freight is prepaid for account Seller must show freight charges separately and sales tax, if any, must be computed before adding freight charges, and a copy of the freight bill must be submitted with the invoice. No allowance will be made for boxes, reels, drums or other returnable containers unless so stated in order and invoiced separately.
2. **TITLE.** Title to the goods purchased by the Purchase Order remains with the Seller until they are off-loaded at Buyer's facility, or site otherwise specified on the face of this Purchase Order. However, in all cases Seller must bear all risks of loss or damage in transit.
3. **FREIGHT.** Shipper must comply with the shipping terms and instructions as stated on the face of this Purchase Order. Failure to accurately follow the shipping terms and instructions as stated may result in one of the following: (1) a chargeback for the freight cost difference; (2) a chargeback for the freight cost difference plus an administrative charge; or (3) a chargeback for the full cost of the freight.
4. **INSPECTION.** All goods purchased are subject to inspection, test and approval at destination by the Buyer, notwithstanding prior payments or inspections at the source. The Buyer, without limitation to its other rights under this Purchase Order, may reject any goods that contain defective materials or workmanship, do not meet the specifications, or otherwise do not conform to this Purchase Order. Defective material or material not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's risk and expense. Acceptance of any goods shall not be deemed to alter or affect the obligations of the Seller or the rights and remedies of the Buyer under any other provision of this Purchase Order. Buyer reserves the right, at Seller's expense, to inspect before shipment, or during the process of manufacture, any goods on this order.
5. **OVER SHIPMENT.** Quantities in excess of that shown in this Purchase Order, if rejected, will be returned at Seller's risk and expense. Any excess quantities that the Buyer accepts shall be at the Purchase Order price.
6. **CHANGES.** Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the costs, or the time required for the



performance, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

7. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller warrants that there has been no violation or infringement of any copyright, trade name, trademark, patent or related property right, as a result of manufacturing, producing or selling the goods. Seller further agrees to defend, indemnify and hold harmless the Buyer, its officers, agents and employees from all claims, expenses and liabilities arising from any actual or alleged violation or infringement.
8. **CERTIFICATION.** Supplier shall comply with any specifications stated on the face of this order. Supplier warrants all goods will conform to all applicable specifications, drawings, and shall be fit for its intended use and service.
9. **SPECIFICATIONS.** Supplier shall comply with any specifications stated on the face of this order unless the goods called for by this order are standard commercial goods.
10. **TIME.** Time is of the essence of this Purchase Order, and the Buyer reserves the right to cancel this Purchase Order or any portion thereof without penalty in the event that deliveries are not made within the specified time, without liability for deliveries previously made and accepted by the Buyer.
11. **PENALTIES.** Late fees and penalties charged to the Buyer from their/our customer that are directly associated with the Seller's performance will become the responsibility of the Seller.
12. **TERMINATION.** The Buyer reserves the right to cancel this Purchase Order or any part thereof without penalty if Seller breaches any of the terms hereof.
13. **FAR.** Effective 4/1/84 Title 48 Federal Acquisition Regulation (FAR) applies.
14. **RIGHT OF ACCESS.** Aerobond, our customers and the applicable regulatory authorities have access to all facilities involved in the order and all applicable quality records. Customer requirements must flow down to all sub-tier suppliers. Changes to design, material, tooling or processing that affect form, fit or function must be approved in writing by Aero-Bond Corp.
15. **RECORD RETENTION.** All records must be retained for a minimum of 20 years, except anything identified as "Fight Safety" is 40 years.
16. **QUALITY CLAUSES.** If Purchase Order States either "Sikorsky Aircraft Parts," or "Sikorsky End Use," additional specific terms and conditions applicable to the quality aspects of this order are set forth in the current revision of the SSQS-01 and Procure-2-011 and the current revision of SA-908. In these instances, all quality requirements must be flowed to your suppliers and sub-tier suppliers. Please note that for Sikorsky product special processes, Sikorsky's Approved Suppliers List applies and must be utilized. Some of the clauses listed may not be applicable to this order and are being flowed down to you for contractual reasons.

ADDITIONAL PURCHASE ORDER REQUIREMENTS

- a) Supplier shall maintain a quality system in compliance or certified (when required) to the International Organization of Standards, Aerospace Standards or Military Standards.



- b) Supplier shall maintain NADCAP accreditation for special processes when required.
- c) Supplier shall maintain a system which identifies and controls non-conforming material/product. The supplier shall be responsible for notifying Aerobond of any nonconforming processes, products, or services that has been identified. Aerobond does not allow disposition of nonconforming product by suppliers.
- d) Supplier shall maintain a system to process and implement corrective action requests. Corrective action requests shall be answered within the time allowed. Failure to provide timely and/or effective corrective actions may result in removal of supplier from the approved supplier list. Supplier Corrective action process shall include the implementation of action to prevent human error.
- e) Supplier shall notify Aerobond of any changes in product and/or process, changes of suppliers, changes of manufacturing facility location, **changes to QMS**, and, where required, obtain Aerobond's approval.
- f) Supplier shall flow down to sub-tier suppliers (supply chain) the applicable requirements (including customer requirements) in the purchase order.
- g) Supplier is required to submit a certificate of conformance with a statement that items provided under the purchase order meet all applicable requirements. This certificate of conformance shall be included with the suppliers shipping documents to Aerobond.
- h) The certification shall be identified with a unique number containing the following information:
 - 1. Title and specification number (including revision letter) of the process.
 - 2. Name and address of the process facility.
 - 3. Buyers' customer assigned processor number, when required.
 - 4. Buyers' customer purchase order number, when required
 - 5. Date of certificate of conformance was issued.
 - 6. Purchase orders part number.
 - 7. Buyers' work order number, lot number and serial number, when required
 - 8. Quantity of parts (to include quantity accepted/rejected).
 - 9. Signature and tile of the suppliers' authorized quality agent.
- i) Supplier is required to maintain a counterfeit parts program that controls the unauthorized use of counterfeit and/or unauthorized materials.
- j) Supplier is required to maintain compliance to ITAR/EAR and DFARS when required.
- k) Supplier is required to utilize competent and qualified personnel.



- l) Supplier shall ensure their personnel are aware of the following: their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior.

- m) Supplier quality and on time delivery performance will be measured as follows:
On time delivery will be measured based on supplier's promised dates. Early shipments will not affect suppliers on time delivery performance. If a supplier notifies the purchasing agent of a delay on shipment, the purchasing agent will accept the new promised date as long as the delay will not have an impact to the production schedule.

Percentage	Status	Action
95-100%	Acceptable	No action required
85-94.9%	Need improvement	Notify supplier via email
66-84.9%	Conditional acceptance	Request conference call
<65.9%	Unacceptable	Issue a SCAR

END OF PURCHASE ORDER GENERAL TERMS AND CONDITIONS