

# Aero Space Controls Corporation (ASC)

## Purchase Order Terms and Conditions

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**ACCEPTANCE:** Unless otherwise agreed to in writing, the following terms and conditions shall apply to the Supplier's acceptance of this Purchase Order and ASC's acceptance of items ordered. The acceptance of this order by Supplier shall be evidence of the Supplier's approval, consent and agreement to the terms and conditions herein.

**CONFIRMATION OF ORDER:** Supplier shall acknowledge the order in writing, within five (5) business days after Supplier's receipt thereof.

**QUALITY:** Supplier shall maintain a quality management system that is appropriate for the items supplied. Items supplied shall meet the requirements of the applicable specifications and/or drawings.

**DELIVERY:** The on-time delivery window is (10) business days early, (0) days late. If Supplier becomes aware of circumstances that are likely to delay delivery, Supplier shall immediately notify ASC stating the reason(s) for delay and the new delivery date, which shall be subject to written acceptance by ASC. In case of delay in delivery, ASC reserves the right to cancel the purchase order without liability to Supplier, or any other party. ASC reserves the right to refuse shipments made more than (10) business days in advance of the schedule set forth in this Purchase Order, to return advance shipments at Supplier's expense, or accept early shipments with the Supplier accepting adverse performance rating accordingly.

**CHANGES:** ASC, may at any time, by written change order, make changes within this Purchase Order in any one or more of the following: a) drawings, designs, or specifications; b) method of shipping or packing; c) time of delivery; d) and quantity. If any such change causes an increase or decrease in the cost of or time required for the performance of this Purchase Order, an equitable adjustment shall be made in the price or delivery schedule or both.

**CERTIFICATION OF CONFORMANCE:** All items must conform to the applicable specifications and/or drawings. A Certification of Conformance of items supplied must accompany the items from Supplier, signed by an authorized representative of the Supplier and shall indicate purchase order number, part number, revision and quantity. All raw material and processing certifications shall be supplied at no cost if requested. First Article test specimens shall be provided upon request. All certifications and related documentation must be retained on file by Supplier for a period of at least seven (7) years after completion of this Purchase Order. Documents may be destroyed beyond the seven (7) year time frame at the discretion of the Supplier.

**PACKAGING:** Unless otherwise specified, all packing and packaging shall comply with best commercial practices. The price includes all charges for such packing, packaging, and transportation to the FOB point. Purchase order number, part number and quantity shall appear on packing slips. All Hazardous Materials/Dangerous Goods shipped to ASC, must be packaged, labeled and shipped in accordance with OSHA, EPA and DOT laws and regulations.

**SAFETY DATA SHEET (SDS):** If a SDS is required for this material, the Supplier shall include one copy of the SDS with the shipment.

**PROHIBITED PACKING MATERIALS:** Unless otherwise approved in writing, Foam Peanuts and Expanding Foam packing materials are prohibited for this Purchase Order.

**TRANSPORTATION:** Unless otherwise indicated, transportation and pricing will be FOB shipping point. Contact ASC before shipping orders weighing more than 150 lbs., or greater than 165 inches in length and girth combined, or greater than 108" in length. Small parcel shipments shall be made using ASC's designated carrier and account number, as provided on the Purchase Order. Extra charges resulting from noncompliance with this requirement will be deducted from invoice.

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**ASSIGNMENT AND MODIFICATION:** Supplier shall not make any modification or substitutions to materials or processes supplied or assign, sell, or subcontract this purchase order, or any part thereof, without ASC's prior written consent. No modifications of this Purchase Order shall be binding, unless agreed to in writing by an authorized representative of ASC. Supplier must notify ASC immediately of change of address or physical location.

**PAYMENT:** Unless otherwise stated on the Purchase Order, the terms of payment are Net 30. ASC reserves the option of taking early payment discounts, if provided by the Supplier. Payment periods and cash discount periods will be computed from either the date of delivery and acceptance of the order, or the date of receipt of correct and proper invoices prepared in accordance with the terms of this order. If the order requirements are not met, payment will be delayed a corresponding amount of time until such requirements are met. Unless otherwise specifically agreed to in writing, COD shipments will not be accepted.

**TECHNICAL DOCUMENTS:** Drawings, samples, data, and other documents provided by ASC, or developed on behalf of ASC in compliance with an ASC purchase order, do not become the Supplier's property and may not be delivered to, or used for or by Supplier or any third parties. ASC's technical documents must remain confidential and may not be copied or reproduced without ASC's written consent.

**ASC FURNISHED PROPERTY:** All material, equipment, tools, or property of any sort, of which ASC has issued to Supplier shall be used only for the purposes of performing work under this Purchase Order. While such ASC property is in the Supplier's custody or control, it shall be held at Supplier's risk and will be kept insured by Supplier at Supplier's expense against loss and damage in an amount equal to the cost of replacement. Supplier may not scrap, sell, or otherwise dispose of such tooling without ASC's prior written consent. Supplier shall return ASC property upon ASC's written demand, in which event Supplier will deliver to ASC in the same condition as originally received by Supplier, reasonable wear and tear excepted.

**RIGHT OF ENTRY:** Supplier hereby grants to ASC, its customers, and any applicable regulatory agencies, the right to enter on its premises as well as other necessary places, during normal business hours, the purpose of inspection of Supplier's facilities and systems to ensure Supplier's compliance with the terms and requirements of the Purchase Order, including the quality of the contracted work, records, and materials.

**INTERPRETATION AND ARBITRATION:** This order shall be governed by and construed in accordance with the Laws of the State of Kansas. All disputes, controversies, differences, or claims arising out of or relating to this Purchase Order, which cannot be settled through the mutual consultation of ASC and the Supplier shall, under the rules of American Arbitration Association, be settled by a single arbitrator selected in accordance with such rules. Arbitration proceedings shall be held in Wichita, Kansas, USA. The award rendered by the arbitrator shall be binding, and judgment upon such award may be entered in any court having jurisdiction thereof.

**COUNTERFEIT PRODUCT:** In order to prevent and mitigate for Counterfeit products, all suppliers must have an applicable Counterfeit protection plan in place consistent with the applicable industry standards such as AS5553 or AS6174.

**SUPPLIER CONDUCT EXPECTATIONS:** Suppliers shall provide products and services that conform to all applicable engineering, regulatory, and Purchase Order requirements. Suppliers shall implement adequate systems and processes to produce, evaluate, and improve the products and services provided to ASC. Suppliers shall protect the health, safety, and welfare of those who may be affected by their activities. Suppliers shall ensure that systems and processes are in place to ensure that product is able to perform to its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property. ASC expects suppliers to conduct business in accordance with the highest ethical standards. Our suppliers are partners and extensions of our company and must not conduct business in a manner that could damage ASC's reputation or cause ASC to be in violation of any laws or regulations.