

TERMS & CONDITIONS OF PURCHASE

THE FOLLOWING TERMS AND CONDITIONS OF PURCHASE APPLY TO MECA AEROSPACE PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED.

IF NOTED ON PO, SPECIFIC MECA AEROSPACE QUALITY REQUIREMENTS MUST BE APPLIED.

PLEASE READ AND SIGN THIS DOCUMENT

T&C - 1

RIGHT OF ACCESS BY MECA AEROSPACE, THEIR CUSTOMER AND REGULATORY AUTHORITIES TO THE APPLICABLE AREAS OF ALL FACILITIES, AT ANY LEVEL OF THE SUPPLY CHAIN, INVOLVED IN THE ORDER AND TO ALL APPLICABLE RECORDS. THEY COULD PERFORM INSPECTION OR ENSURE COMPLIANCE TO THE CONTRACT.

T&C - 2

ACCEPTANCE OF THIS ORDER, OR THE INITIATING OF ANY PROCESS, OR THE FURNISHING OF ANY PRODUCT, OR THE ACCEPTANCE OF PAYMENT, CONSTITUTES UNCONDITIONAL ACCEPTANCE BY THE SUPPLIER.

T&C - 3

AMENDMENTS TO THIS ORDER, OR MECA AEROSPACE TERMS AND CONDITIONS SHALL BE SET FORTH IN WRITING, VIA PURCHASE ORDER CHANGE NOTICE, AND /OR REVISIONS TO THE PURCHASE ORDER TERMS AND CONDITIONS. MECA AEROSPACE WILL CONSIDER SUPPLIER'S REQUEST TO MODIFICATION OF, OR EXCEPTION

TO, ONLY IF SUCH REQUEST IS MADE IN WRITING, PRIOR TO THE ACCEPTANCE OF THE ORDER (REF. ACCEPTANCE CLAUSE).

T&C - 4

SHIPMENT OF GOODS AND SERVICES UNDER THIS ORDER SHALL BE F.O.B AS SET FORTH ON THE FACE OF THE ORDER. SUPPLIER SHALL FOLLOW BUYERS INSTRUCTIONS REGARDING METHOD OF SHIPMENT, EXCEPT WHERE BUYER HAS SO STATED ON THE FACE OF THE ORDER.

T&C - 5

SCHEDULE FOR DELIVERY WILL BE THE RESPONSIBILITY OF THE SUPPLIER. THE SUPPLIER SHALL NOT BE HELD LIABLE FOR DAMAGES IN RESPECT TO DELIVERY DELAY DUE TO CAUSES BEYOND SUPPLIER'S REASONABLE CONTROL. HOWEVER, IF THE SUPPLIER DOES NOT MEET THE DELIVERY DATE AS DEPICTED ON THE FACE OF THE ORDER, THE BUYER MAY APPROVE A REVISED DELIVERY SCHEDULE, OR TERMINATE THE ORDER WITHOUT LIABILITY FOR SUCH TERMINATION.

T&C - 6

HAZARDOUS MATERIAL SUPPLIER AGREES TO FURNISH THE APPLICABLE MATERIAL SAFETY DATA (MSDS) SHEET(S) WITH EACH SHIPMENT, FOR PRODUCTS DESIGNATED BY INDUSTRY, STATE, OR FEDERAL AGENCIES AS HAZARDOUS MATERIAL.



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T&C - 7

PACKAGING AND PROTECTION OF THE PRODUCT SHIPPED SHALL BE IN ACCORDANCE WITH THE MECA AEROSPACE PO OR BEST COMMERCIAL PRACTICE TO PROTECT PRODUCT FROM DAMAGE AND/OR DETERIORATION.

T&C - 8

CHANGE NOTIFICATION WHERE APPROPRIATE, SUPPLIER SHALL NOTIFY MECA AEROSPACE OF CHANGES IN PRODUCT AND/OR PROCESS DEFINITION, CHANGES OF SUPPLIER, CHANGES OF MANUFACTURING FACILITY LOCATION AND WHEN REQUIRED, OBTAIN MECA AEROSPACE APPROVAL. CANCELLATION SHALL REMAIN THE RIGHT OF THE BUYER AND MAY BE INITIATED AT ANY TIME.

T&C - 9

TEST SPECIMENS SHALL BE REQUIRED WHEN THERE IS AN INSPECTION, INVESTIGATION OR AUDITING.

T&C - 10

THE SUPPLIER SHALL COMPLY WITH THE MECA AEROSPACE QUALITY MANAGEMENT SYSTEM REQUIREMENTS. SUPPLIER AGREES TO IMPLEMENT AND MAINTAIN THE QUALITY OR INSPECTION SYSTEM DURING THE PERFORMANCE OF THIS CONTRACT. AN AUTHORIZED CERTIFICATE OF CONFORMANCE IS REQUIRED WITH EACH SHIPMENT. PROCESS SUPPLIERS SHALL FURNISH A COMPLETE CERTIFICATE OF CONFORMANCE WITH EACH SHIPMENT INDICATING THE PO NUMBER, SPECIFICATION NUMBER AND REVISION, NAME OF SUPPLIER AND QUANTITIES ACCEPTED AND REJECTED.

SUPPLIERS SHALL FURNISH CHEMICAL/PHYSICAL TEST REPORTS WITH EACH SHIPMENT IDENTIFYING THE APPLICABLE SPECIFICATION AND REVISION, ACTUAL CHEMICAL COMPOSITION AND PHYSICAL PROPERTIES, MELT, HEAT, BATCH, OR LOT NUMBER(S). TRACEABILITY ALL PARTS / MATERIAL AND APPLICABLE DOCUMENTS MUST BE IDENTIFIED BY A MANUFACTURING LOT OR BATCH NUMBER BY THE SUPPLIER. RECORD RETENTION SUPPLIER SHALL RETAIN ALL RECORDS PERTAINING TO MATERIAL/ MFG PROCESS SPECIAL PROCESSES, TEST AND INSPECTION FOR A MINIMUM OF 7 YEARS OR AS REQUIRED BY THE MECA AEROSPACE CUSTOMER;

CHANGES TO THIS REQUIREMENT SHALL BE ADDRESSED ON THE PURCHASE ORDER. NOTIFY MECA AEROSPACE PRIOR TO DESTRUCTION. ADDITIONAL MECA AEROSPACE QUALITY REQUIREMENTS (T&C CLAUSES) APPLY WHEN REFERENCED BY MECA AEROSPACE PO.

T&C - 11

NONCONFORMANCES IT IS THE RESPONSIBILITY OF THE SUPPLIER TO INFORM MECA AEROSPACE, WHEN IT HAS BEEN DETERMINED THAT A NON CONFORMING PRODUCT HAS BEEN SHIPPED TO MECA AEROSPACE OR ITS CUSTOMERS. SUCH COMMUNICATION SHALL BE PERFORMED WITHIN 48 HOURS FROM THE TIME OF DISCOVERY. ANY DISPOSITION ON NONCONFORMING PRODUCT MUST OBTAIN MECA AEROSPACE APPROVAL.

MODIFICATIONS / UPDATE

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T&C - 12

SUPPLIER MUST FLOW DOWN TO THE SUPPLY CHAIN THE APPLICABLE REQUIREMENTS INCLUDING CUSTOMER REQUIREMENTS.

FLOWDOWN OF REQUIREMENTS (DFARS 252.225.7014 AND PURCHASE ORDER) WHEN REQUIRED BY CONTRACT OR PO, RAW MATERIAL OR ITEMS, WHICH CONTAIN "SPECIALTY METALS" (DEFINED AS CERTAIN STEEL AND OTHER ALLOYS, TITANIUM AND ZIRCONIUM) SHALL BE ACQUIRED FROM DOMESTIC OR QUALIFYING COUNTRY RESOURCES. ADDITIONAL FLOWDOWNS AS RELATED TO THE PURCHASE ORDER REQUIREMENTS, INCLUDING BUT NOT LIMITED TO PURCHASING DOCUMENTS AND KEY CHARACTERISTICS.

T&C - 13

SUPPLIERS SHALL IMPLEMENT AND MAINTAIN A QUALITY MANAGEMENT SYSTEM IN COMPLIANCE WITH AS9100 OR ISO 9001 OR SIMILAR PROGRAM

T&C -14

MECA AEROSPACE SOURCE INSPECTION AND/ OR CUSTOMER VERIFICATION IS REQUIRED AT SUPPLIER FACILITY PRIOR TO SHIPMENT WHEN REQUESTED ON THE PURCHASE ORDER. MECA AEROSPACE WILL PLACE AN INSPECTION STAMP ON THE SUPPLIER SHIPPER TO INDICATE MECA ACCEPTANCE.

CONTACT MECA AEROSPACE AT LEAST 48 HOURS PRIOR TO SHIPMENT FROM SUPPLIER FACILITY. NO PART OF THIS PO MAY BE ASSIGNED OR SUBCONTRACTED BY SELLER OR ITS AGENT WITHOUT PRIOR WRITTEN APPROVAL OF BUYER.

T&C- 15

TESTING RECORDS AND CERTIFICATES SHALL BE PROVIDED WHEN REQUESTED ON THE PURCHASE ORDER.

T&C - 16

THE SUPPLIER SHALL PROVIDE AN INSPECTION REPORT (IR) IDENTIFYING ENGINEERING REQUIREMENTS AND ACTUALS. FORMAT WILL INCLUDE DESIGN CHARACTERISTICS INCLUDED IN AS9102 FAI DOCUMENTATION. USE OF SUPPLIER OR MECA AEROSPACE FORM IS ACCEPTABLE IF ALL AS9102 ELEMENTS ARE INCLUDED ON REPORT. ONE COPY OF THE IR SHALL BE FURNISHED TO MECA AEROSPACE REPRESENTING EACH MANUFACTURING LOT.

T&C- 17

WHEN REQUESTED BY PURCHASE ORDER THE SUPPLIER SHALL PERFORM 100% INSPECTION OF THE MECA AEROSPACE NOTED CHARACTERISTICS, A RECORD OF THE INSPECTION RESULTS SHALL BE PROVIDED TO MECA AEROSPACE. SAMPLING INSPECTION IS NOT ALLOWED. UNLESS SPECIFIED BY MECA AEROSPACE OR ITS CUSTOMERS.

T&C- 18

ANY RELATED REQUIREMENTS FOR PRODUCT APPROVAL OF PRODUCT, PROCEDURE, PROCESSES AND EQUIPMENT AS STATED BY THE PURCHASE ORDER.

T&C - 19

PRODUCT AND DOCUMENTS SHALL HAVE POSITIVE IDENTIFICATION RELATED TO THE PO SPECIFICATIONS, DRAWINGS, PROCESS REQUIREMENTS, INSPECTION INSTRUCTIONS AND OTHER RELEVANT TECHNICAL DATA.

T&C- 20

GOODS REJECTED OR SUPPLIED IN EXCESS OF QUANTITIES CALLED FOR HEREIN MAY BE RETURNED TO SELLER AT ITS EXPENSE AND, IN ADDITION TO BUYER'S OTHER RIGHTS. BUYER MAY CHARGE SELLER ALL EXPENSES OF UNPACKING, EXAMINING, REPACKING AND RESHIPING SUCH GOODS. IN THE EVENT BUYER RECEIVES GOODS WHOSE DEFECTS OR NONCONFORMITIES ARE NOT APPARENT ON EXAMINATION, BUYER RESERVE THE RIGHT TO REQUIRE REPLACEMENT, AS WELL AS PAYMENT OF DAMAGES. NOTHING CONTAINED IN THIS PURCHASE ORDER SHALL RELIEVE IN ANY WAY SELLER FROM OBLIGATION OF TESTING, INSPECTION AND QUALITY CONTROL.

T&C- 21

FOD - IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ASSURE THAT THE PRODUCT WHICH IS PROVIDED TO MECA AEROSPACE OR ITS CUSTOMER SHALL BE FREE OF ANY FOD RELATED TO THE PRODUCT AND THE PACKAGING.

T&C- 22

ITAR - SHOULD THE PURCHASE ORDER INDICATE ITAR REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ASSURE THAT THE REQUIREMENT IS COMPLIED TO BY THE VENDOR AND FLOWNDOWN TO ANY OF THE SUBTIER SUPPLIERS.

T&C- 23

DFAR - SHOULD THE PURCHASE ORDER INDICATE DFAR REQUIREMENTS, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO ASSURE THAT THE REQUIREMENT IS COMPLIED TO BY THE VENDOR AND FLOWNDOWN TO ANY OF THE SUBTIER SUPPLIERS.

APPROVAL

COMPANY NAME	
ADDRESS	
DATE	
NAME	
SIGNATURE	

HISTORY OF MODIFICATIONS

Note : Elements modified between two document revisions are identified by symbols : ⓘ in the left margin. The color indicates an add (ⓘ), a modification (ⓘ) or a delete (ⓘ).

Index	Date	Pages	Modifications	Check	Approval
A	11/17/14	All	Creation	TEISSERENC C. Quality Assurance Manager	COEFFIC R. Director of Operations
B	01/31/15	All	Complete modification	TEISSERENC C. Quality Assurance Manager	COEFFIC R. Director of Operations

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