

# **PURCHASING -TERMS AND CONDITIONS- HARDWARE, PROPRIETARY PRODUCTS AND AUTHORIZED DISTRIBUTORS**

MANEY AIRCRAFT, INC. TERMS AND CONDITIONS FOR PURCHASE ORDERS AND SERVICE ORDERS.

**ACCEPTANCE OF A PURCHASE/SERVICE ORDER IMPLIES ACCEPTANCE OF THESE TERMS AND CONDITIONS**

## **1 DEFINITIONS**

“Contract” shall mean any contract resulting from this order

“Order” shall mean this purchase order

“Buyer” shall mean Maney Aircraft, Inc.

“Seller” and or “Supplier” shall mean the person on whom this order is placed

“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

## **2 ACCEPTANCE**

This purchase order constitutes buyer’s offer to seller, and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

## **3 REVISIONS**

No revisions of this order or any of the terms and conditions hereof shall be valid unless in writing and signed by an authorized representative of buyer’s purchasing department.

## **4 DELIVERY**

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in the order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control, provided however, if the seller has reason to believe that deliveries will not be made as required, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

4.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect, time shall be of the essence. Premium transportation costs to meet delivery schedule shall be at the seller’s expense.

4.3 The buyer may at any time, by notice in writing to the seller, postpone the date/s of delivery of any goods without incurring any liability and the seller shall deliver such goods on the revised date/s so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

## **5 DELIVERIES MADE**

5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date without prior approval from Maney Aircraft.

## **6 TERMINATION**

Failure to comply with specifications, terms and conditions of this order, or to deliver material in accordance with sellers promise shall be grounds for cancellation without penalty to buyer.

## **7 ACCEPTANCE AND REJECTION**

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or engineering requirements. Any article rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

### **7.1 CERTIFICATE OF CONFORMANCE (REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING)**

The certificate of conformance is a quality record that shall include the part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, manufacturer's date code (see below) and details of certified quality system. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to Maney.

### **7.2 DATE CODE/LOT NUMBER CONTROL (REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING)**

Deliveries of parts/components with multiple date codes or multiple lot numbers must be segregated such that each part/component is identifiable by its date code or lot number. The paperwork must also reflect if multiple date codes or lot numbers have been delivered with the associated quantity.

### **7.3 FIRST ARTICLE INSPECTION (REQUIRED FOR ALL CUSTOMIZED GOODS; Commercial/off the shelf parts customized or altered to meet Maney Aircraft's specifications)**

Maney Aircraft, Inc. requires all first deliveries of customized parts to include a full first article inspection report from the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only. The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced, acknowledged, and adhered to. Under no circumstance shall a non-conforming part be sent without a Maney approved authorization. Failure to comply with the above requirement will result in rejection of product.

### **7.4 CONTROL OF RECORDS**

Supplier shall retain verifiable objective evidence of inspection and tests performed. Distributors of electronic components shall retain records detailing original manufacturers and associated date code/lot number. Supplier shall maintain all records associated with products produced for a specified period of time and destroyed at the end of retention period. Unless otherwise specified, this period shall be ten years

## **7.5 RIGHT OF ENTRY**

Maney Aircraft, Inc. or Maney customers reserve the right to determine and verify the quality of work, records, material and processes at any time, having given 14 days notice.

## **7.6 SUPPLIER CONTROL**

Suppliers are responsible for ensuring that the applicable requirements of this purchase order are imposed on lower tier suppliers/manufacturers.

## **7.7 SUPPLIER REQUEST FOR NON-CONFORMANCE DISPOSITION**

Suppliers shall request and receive written approval from Maney prior to supplying any materials incorporating unapproved changes from drawings or non-conforming material. The supplier shall provide Maney with details of relevant changes for evaluation with the request for approval

## **7.8 PRODUCT OR PROCESS CHANGES**

Suppliers shall notify Maney of changes to the processes utilized in the supplied product. This includes changes of supplier production location.

## **7.9 AGE CONTROL -ELECTRONIC COMPONENTS**

The supplier shall deliver components manufactured less than two years prior to date of shipment to Maney Aircraft, Inc.

## **8 PACKING**

All goods shall be suitably packaged for delivery to the destination specified on the face of the order. All packages shall be clearly identified with the purchase order number. The seller shall not charge the buyer additional costs for pallets, containers or packaging and the buyer shall not be responsible for storage or return of such items.

## **9 INVOICES**

9.1 Invoices must state clearly the order number advice note numbers, descriptions, quantities and suppliers vat registration number.

9.2 Invoices which do not agree with this order in terms of price, quantity and weights or where no proof of delivery can be found will be returned to the supplier. Re-submitted invoices will be treated as new invoices in regard to payment.

## **10 PAYMENT**

Payment for the articles covered by this purchase order will be made promptly following receipt of such articles at destinations and appropriate invoice. Payments will be withheld if seller delivers non conforming product.

## **11 WARRANTY**

Seller warrants that all articles, material and work furnished hereunder will be free from defect in material and workmanship and will conform to applicable specifications, drawings, samples and/or descriptions furnished by buyer. The warranties from the seller, together with its service guarantees, shall transfer to buyer and/or customer

## **12 DUAL USE APPLICATIONS**

Please note goods may be used for dual use applications. The responsibility is with the supplier to comply with any export requirements.

## **14 OUTSOURCING OF CRITICAL/KEY CHARACTERISTICS**

Seller shall notify buyer, in writing, when any key characteristic, interchangeable-replaceable features, Fracture Critical features, Durability Critical features, Maintenance Critical features, Safety Critical features, Mission Abort Critical features or changes affecting fit, form or function are subcontracted.