

*Note: Full Compliance with each code noted on the Purchase Order is Mandatory*

## 1. General Requirements

**Certificate of Conformance:** The Supplier is to provide a certification of conformance document which shall include the following information:

- a) Supplier Name;
- b) Supplier Address;
- c) Military Parts Exchange Name;
- d) Military Parts Exchange Purchase Order Number;
- e) Part Number Listed On The Purchase Order;
- f) Revision Number/Letter Listed On The Purchase Order;
- g) Serial Number(s)/Lot Number As Applicable and
- h) Quantity of Parts Certified On This Shipment.

### **Protection of Material-Preservation, Packaging and Shipping:**

The Supplier shall ensure adequate control of packaging, preservation, shipping and handling of products to prevent damage, deterioration and/or loss. Shipments consisting of multiple containers shall have each container identified 1 of 4, 2 of 4, etc. All documentation will be placed in container #1 and marked "Documentation Enclosed". All items subject to Electrostatic Discharge damage shall be packaged in a manner consistent with industry standards for ESD.

### **Nonconforming Product:**

Written approval is required prior to shipping nonconforming items.

### **Shipments:**

- a) Packing slips and shipping documents to carry P.O. number outside each container.
- b) Partial shipments of individual line items not allowed without prior written approval.
- c) For shipments exceeding UPS limits, call for instructions.
- d) Do not insure without prior approval.
- e) Suppliers delivering items classified as Hazardous Materials must adhere to Governmental guidelines.

## 2. Inspection / Access to Facility

- a) The Company/Government and its customers reserve the right to inspect all articles on this P.O. at the Seller's Facility at all times for the duration of the contract. The Seller shall have available personnel and equipment necessary to perform all inspections and allow access to all records (for up to 7 years after delivery to Military Parts Exchange LLC) in the event such inspection is invoked. During performance on this order, your Quality Control or inspection system and manufacturing processes are subject to review, verification and analysis by authorized Military Parts Exchange LLC/Government representatives.
- b) Government inspection is required prior to shipment from your facility. Upon receipt of this order, promptly notify the Government representative who normally services your facility so that appropriate planning for Government inspection can be accomplished.
- c) Upon receipt of this order, promptly furnish a copy to the Government representative who normally services your facility or, if none, to the nearest Army, Navy, Air Force or Defense Supply Agency inspection office. In the event the representative or office cannot be located, Military Parts Exchange purchasing agent should be notified immediately.

## 3. Quality System Requirement:

Unless otherwise specified, the Quality System must comply with one of the following:

- a) Seller's Quality program must conform as a minimum to ISO 9001 (or equivalent).
- b) Seller shall have a standard inspection system (I.E.: MIL-I-45208, etc.).
- c) Seller shall have provisions in place for the initial and recurrent procedures to qualify, train and evaluate the technical capability of personnel who perform or inspect special processes (I.E.: NiCad, MPI, FPI, etc.). Documentation of such shall be readily available upon request.

## 4. Calibration System:

Seller's Calibration System must conform to the latest revision of ANSI Z540 or ISO 10012-1 or ISO 17025.

## 5. Source Inspection:

- a) In-Process source inspection will be performed in conjunction with this Purchase Order. Seller shall be notified as to extent and points that will require inspection.
- b) Source Inspection is required prior to shipment. Seller shall notify Military Parts Exchange LLC in advance of when material will be ready for inspection.

## 6. Traceability:

The supplier shall maintain at their facility complete traceability from raw material to delivery of item. The traceability shall be documented and available upon request. Supplier shall serialize items as required by drawings, specifications, and/or the purchase order. Serial numbers shall not be duplicated. Supplier's quality system shall ensure traceability of all serialized items and materials to the original materials.

## 7. First Article Inspection (FAI):

Supplier is to complete an FAI report on any manufactured part which it has not built previously for Military Parts Exchange LLC, even if the supplier has built the part to a previous revision level. The report will be on a minimum of one part and will be tagged in such a manner to indicate the FAI was completed against the specific part.

Additional FAI reports may be requested by Military Parts Exchange LLC for special purposes.

A supplier who produces the entire requirements of the order without written first article approval and permission to proceed, does so at suppliers own risk and shall not hold Military Parts Exchange LLC liable. First article lot size will be specified at the time of purchase.

## 8. FAA Documentation:

FAA Form 8130-3 is required for all articles in this order.

## 9. Certifications:

Original Certifications are required in conjunction with this order. Distributors must hand sign copies of original Manufacturer's Certification submitted with shipment when supplying "split" quantities. In addition:

- a) Quantitative and verifiable qualification test data (actual reading of all tests performed) listed in the specification is required per purchase order specifications and must be submitted with first lot.
- b) Individual certificates of conformance, with the supplier's authorized representatives' signature, typed name and title, certifying that the items meet all applicable specifications, are required with each shipment on this order.
- c) Individual certification of processing, with supplier's authorized representatives' signature, typed name and title, to applicable specification requirements are required with this order. Certification must include specification numbers, revisions and result to which the process is certified.
- d) Overhauled or serviceable parts must be identified by a properly completed FAA 8130.

## 10. Special Processes (As Applicable)

Any of the following special processes applicable to your product/service shall be performed by qualified personnel or sources:

### Material Certification, Physical and/or Chemical Test Reports:

Each shipment is to include material certifications, with physical and/or chemical test reports in conformance with the latest specification revision or as defined by the drawing or purchase order. Certificates shall include the mill name and heat number. Certification must be complete, legible, reproducible and authentic. The name of the authorized representative and date shall appear in type on the certification and bear the signature of that person along with the date.

### Process Certifications:

Each shipment is to include process certifications with required equipment and personnel identification number with The latest revision as required by the purchase order, process sheet and/or drawing. Certification must be complete, legible, reproducible and authentic. The name and title of the authorized representative and date shall appear in type on the certification and bear the signature of that person along with the date.

### Certification Welding:

Certifications reflecting title and authorized signatures for the items are required with each receipt.

- a) Welding is accomplished in accordance with the applicable engineering specifications.
- b) Certification and identification of welding personnel.
- c) Certify welding procedure specifications and qualification records conform to MIL-STD-1595.
- d) Conformance and traceability of weld filler material.

## 11. Nondestructive Test (NDT)

### Personnel Certification:

Personnel performing nondestructive acceptance testing operations shall be certified to Level II or III. All personnel certifications shall be in accordance with NAS 410 or ASNT SNT-TC 1A.

### Radiographic Inspection:

A report that reflects the supplier's interpretation of the acceptance of the articles to the standards shall be submitted With each shipment.

## 12. Test Data:

- a) Verifiable quantitative production test and/or inspection data are required with each part submitted against this order.
- b) Verifiable qualitative production test and/or inspection results are required with each lot submitted against this order.

**13. Serialization:**

Parts shall be individually serialized and supplier's configuration records maintained at all times by serial number identification and control.

**14. Identification:**

- a) The material supplied must be identified with part number and revision I.A.W. blueprint requirements and their amendments.
- b) Material will be identified with purchase order number, date of manufacture, expiration date and applicable specification and revision numbers.

**15. Shelf Life:**

All life-limited items must have a minimum of 75% life remaining upon receipt at Military Parts Exchange LLC per limits established by the Aerospace Standard for age control, SAE AS1933 and SAE ARP5316 or the manufacturer. Cure date / date of manufacture and shelf life/expiration date are required. Manufacturer's name and batch/lot number are required if applicable.



# Military Parts Exchange LLC

## Purchase Order Attachment "B"

### Purchase Order – General Terms and Conditions

The purchase order, together with these terms and conditions and any attachments and exhibits, specifications, drawings, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between Military Parts Exchange LLC ("Buyer") and the seller identified as the supplier in the Purchase Order, hereinafter referred to as "Seller", regarding the goods, materials and/or services to be purchased hereunder ("G & S").

**1. ACCEPTANCE** - Seller's electronic acceptance, acknowledgement, acceptance of payment or commencement of performance shall constitute acceptance of Buyer's Purchase Order. Seller's acceptance is limited to acceptance of the express terms of this Purchase Order and does not include any additional or different terms proposed by seller or any attempt to vary to terms hereof, unless accepted in writing by Buyer. Acceptance of the G & S covered by this Purchase Order will not constitute acceptance by Buyer of Seller's terms and conditions. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any term, condition or instruction contained in that document. If the Seller becomes aware of any ambiguities, issues or discrepancies between the Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Seller will immediately submit the matter to Buyer for resolution.

**2. PRICE** - Seller warrants that the prices for the G & S are complete and not less favorable than those currently extended to Seller's other customers of similar account size for similar quantities of the same or similar G & S. In the event Seller reduces its prices for such G & S prior to accepting Buyer's Purchase Order or during the term of performance of any Purchase Order for services, Seller agrees to reduce the prices hereof accordingly. Seller warrants that the prices shown in the Purchase Order are complete and no additional charges are added without Buyer's express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, insurance, storage, boxing and crating. If at any time during the term of this Purchase Order, Buyer receives from another source an offer to supply G & S of like quality to that offered by Seller at a price which results in a price lower than the delivered price then in effect, Buyer may request Seller to meet such competitive offer.

If within five (5) working days after the date of Buyer's request Seller shall not have agreed to meet the competitive offer, Buyer, at its option, may purchase the material from the competitive source and the quantity so purchased is deducted from this Purchase Order.

**3. CHANGES** - Buyer may, at any time prior to delivery, change the specifications for the G & S and delivery thereof. Seller will accept any changes provided that if a change increases or decreases the cost or time required for performance, the parties will equitably adjust and modify the terms hereof in writing accordingly.

**4. DELIVERY** - Time is of the essence. Delivery is strictly in accordance with the schedule, quantity, and any other terms set forth in this Purchase Order. Seller will immediately notify Buyer if Seller's timely performance under the Purchase Order is delayed or is likely to be delayed. Buyer reserves the right to cancel, without liability, this Purchase Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of this Purchase Order. Seller shall indemnify Buyer for any damages imposed originating from Seller's delivery breach. Buyer reserves the right to refuse shipments made before or after the date set forth in the Purchase Order. If the delivery of the Products is not completed on time, Buyer reserves the right, in addition to its other rights and remedies, and without liability, to terminate the Purchase Order as to items not yet shipped or services not yet rendered and to: (a) purchase substitute items or services elsewhere at the expense of Seller or (b) direct Seller to ship by the most expeditious means available at Seller's risk and expense.

**5. SHIPPING/PACKAGING** - Seller will preserve, pack, package and handle the goods so as to protect the goods from loss, damage, deterioration, moisture, foreign matter or contamination. Seller shall comply with best commercial practices to ensure arrival at destination at the lowest transportation cost, in the absence of any specifications Buyer may provide. An itemized packing list is placed in each package and no charges are allowed for boxing, packaging, or crating unless previously agreed upon. ESD sensitive components or assemblies are packaged in approved protective packages and labeled with the ESD caution symbol. Each package is numbered and labeled with Buyer's shipping marks.

**6. QUANTITY VARIATION** - The specific quantity ordered must be delivered in full and not be changed without Buyer's prior written consent. Any different quantity without such consent is subject to Buyer's rejection and return at Seller's risk and expense. Any excess quantities that Buyer accepts are at the Purchase Order price, unless otherwise agreed upon.

**7. INVOICE/PAYMENT** - Unless otherwise agreed to in writing by the parties, an invoice is not issued prior to shipment of goods. Invoices are forwarded to Buyer's address (2 copies on Seller's own form) and no payment is made if Buyer has not received an invoice as defined herein. Invoices must reference this Purchase Order number, listing a description of G & S provided and as applicable, part number, applicable quantities and the unit and total prices. Payment of an invoice does not constitute acceptance of the G & S and is subject to appropriate adjustment should Seller fail to meet the requirements of the Purchase Order. All payments are subject to adjustment for shortage or rejection of materials provided. In any case where transportation is billed, billing must accompany carrier's invoice marked "paid". If Buyer has a claim against Seller resulting from this Purchase Order or any other transaction, Buyer may deduct or set-off disputed amounts from Seller's claims for amounts due.

**8. WARRANTY** - Seller expressly warrants and represents to Buyer, its successors, assigns, customers, and users of Buyer's products, that all G & S is (a) be free from defects in material, workmanship (as defined by and meeting the requirements of Buyer's DS1510 general workmanship specification as a minimum, if applicable), and design (b) conform to the terms of the Purchase Order and/or all applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Buyer, (c) be merchantable, (d) together with their packaging, labeling and accompanying materials be properly contained, packaged, marked and labeled, (e) be fit for the intended purposes and operate as intended, if Seller knows or has reason to know the particular purpose for which Buyer intends to use the G & S, (f) comply with all applicable national and local laws, (g) be free and clear of any and all liens, restrictions, reservations, security interests, or encumbrances, and (h) with respect to services, be performed diligently in a good and workmanlike manner to the highest professional standards. The Warranty Period will be for a period of 12 months from the date of delivery to the end user or such longer period of time as may have been accepted by Buyer from Buyer's customer. These warranties will survive any delivery, inspection, acceptance, or payment by Buyer for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the G & S were previously inspected. Buyer may, at its option, return at Seller's expense, the defective or nonconforming goods for credit, refund or set-off, or require Seller to correct or replace, at no cost to Buyer, any defective or nonconforming goods, including, without limitation, re-perform any deliverables that are services. Such warranty work will be further warranted for an additional 12 month period.

**9. TITLE AND RISK LOSS** - Title to and risk of loss of the goods pass to Buyer or other destination designated by Buyer, upon delivery and acceptance of the goods. Title to the goods shall be free and clear of all liens and encumbrances.



# Military Parts Exchange LLC

**10. INSPECTION & ACCEPTANCE** - All G & S may be inspected, tested and approved by Buyer, its customers, higher-tier contractors, and end users at all reasonable times and places. No inspection, tests, approval, design approval, or acceptance of the goods relieves Seller from responsibility for warranty, latent defects, fraud, or negligence, if the goods are defective or otherwise do not conform to the requirements of this Purchase Order, Buyer may, by written notice to Seller: (a) rescind this Purchase Order as to the goods or (b) reject and return the goods to Seller at Seller's risk and expense for refund/credit or require the delivery of replacements. If Buyer elects to reject non-conforming goods, Seller shall issue a return authorization number for all nonconforming goods within twenty-four (24) hours after Buyer's request, and such non-conforming goods are the property of the Seller. Delivery of replacements will be accompanied by a written notice specifying that such goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may replace them with goods from another Seller and charge the Seller the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause. Acceptance of any part of the Purchase Order shall not bind the Buyer to accept any future G & S, and Buyer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Purchase Order if Supplier fails to deliver all or any part of the goods or perform any of the work in accordance with this Purchase Order. If Buyer performs any inspection (other than the standard inspection) after discovering defective or nonconforming goods, any additional inspection costs will be paid by Seller.

**11. TERMINATION FOR CONVENIENCE** - Buyer may, for its convenience, terminate all or any part of the Purchase Order upon notice to Seller. Upon notice of such termination, Seller shall immediately stop all work and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease their work against the Purchase Order. Seller shall submit to Buyer an invoice with supporting information setting forth the Purchase Order price for the G & S delivered prior to the notice of termination, plus Seller's actual, direct unavoidable costs resulting from the termination, less salvage value. Buyer shall not be liable to Seller for Seller's lost profits on the terminated part of the Purchase Order. Seller shall not be paid for work performed or costs incurred after receipt of notice of termination, nor for costs incurred by Seller's suppliers that Seller reasonably could have avoided. Buyer will not be obligated to pay any more than the payment that would have become due had Seller completed Purchase Order and Buyer had accepted the G & S.

**12. TERMINATION FOR CAUSE** - Buyer shall have the right to terminate Purchase Order, in whole or part, at any time, if Seller: (a) fails to make any delivery in accordance with agreed delivery date, (b) fails to observe or comply with any of the instructions, terms, conditions, or warranties applicable to Purchase Order, (c) fails to make progress so as to endanger full and timely performance of the Purchase Order or failure to provide Buyer, upon request, with reasonable assurances of future performance, or (d) is subjected to any proceedings by or against it in bankruptcy or insolvency, for appointment of a receiver or trustee, or for an assignment for benefit of its creditors. In the event of a termination of such default, Buyer shall be entitled to any and all damages, losses, costs, and expenses incurred by Buyer arising out of or resulting from such default. In all the above-mentioned cases, Buyer shall be entitled to procure the G & S to a third party at Seller's costs.

**13. FORCE MAJEURE** - To the extent and for the period of time that performance of any such obligation is prevented, interrupted, or delayed by, without limitation actions or decrees of governmental bodies, strikes, wars, fires, floods, earthquakes, acts of terror or other acts of God, which is beyond the reasonable control of Buyer; provided, however if performance of any obligation is so prevented, interrupted, or delayed for a period in excess of thirty (30) days, Buyer, may, at its option, cancel this Purchase Order upon not less than three (3) days prior written notice to Seller and Buyer shall pay Seller for any conforming services properly performed or conforming goods accepted by Buyer prior to the date of such termination.

**14. PROPRIETARY INFORMATION** - Seller, its employees, agents and representatives, shall consider as Buyer's "Confidential Information," all non-public information provided by Buyer, all specifications or other documents prepared by Seller in connection herewith, the fact that Buyer has contracted to purchase G & S from Seller, and all other non-public information relating to this Purchase Order. Without Buyer's prior written consent, Seller shall not disclose or use Confidential Information for any purpose other than performing this Purchase Order. The foregoing provisions shall be subject to the terms of any other written agreement executed by the parties relating specifically to confidentiality, non-disclosure and/or publicity.

**15. INDEMNIFICATION** - Seller, its parents and affiliates agrees to indemnify and hold harmless Buyer, officers, employees, agents and customers, from and against any and all claims or liability (other than liability solely due to the negligence of Buyer), including reasonable attorneys' fees, arising out of or resulting in any way from any defect in the G & S provided hereunder or from any act or omission of Seller, its agents, employees or subcontractors, including but not limited to: (a) the negligence or willful misconduct of the Seller, its agents or employees, (b) any claim for bodily injury or death, damage to property or any claim by an employee or subcontractor of Seller for wages and benefits, which occur in connection with the performance by Seller, and (c) alleged violation or infringement of any third party's patent, copyright, trademark, trade secret or any other proprietary rights, unless the G & S are of Buyer's design or formulas. Seller's obligation to indemnify Buyer shall survive the expiration or termination of the Purchase Order by either party for any reason.

**16. COMPLIANCE WITH LAWS** - In addition, Seller shall comply and the G & S comply and/or be performed in compliance with all applicable federal, state and local laws, ordinances, orders, rules, actions, regulations and industry standards. Seller agrees to indemnify and save Buyer harmless from and against any liability or damages, including attorneys' fees, for noncompliance therewith by Seller.

**17. GOVERNING LAW** - The Purchase Order and the rights of the parties hereunder is governed by and construed under the laws of the state of Florida.

**18. LIMITATION ON LIABILITY/STATUTE OF LIMITATIONS** - BUYER SHALL NOT BE LIABLE FOR LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR PENALTIES OF ANY KIND. BUYER'S LIABILITY ON ANY CLAIM ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS ORDER OR FROM PERFORMANCE OR BREACH HEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE G&S OR UNIT THEREOF GIVING RISE TO THE CLAIM. SELLER MUST COMMENCE ANY ACTION AGAINST BUYER ARISING FROM THIS ORDER WITHIN ONE YEAR FROM DATE THE CAUSE OF ACTION ACCRUES.

**19. ASSIGNMENT** - Seller may not assign any of its rights under this Purchase Order. Any assignment without Buyer's written approval will be void at the option of the Buyer.

**20. SEVERABILITY** - If any provision of Purchase Order is found to be illegal or unenforceable, the remaining provisions shall remain in full force and effect.

**21. SCRAP AND ALLOWANCE** - Seller shall be accountable for all Buyer furnished material and material generated as a result of Seller's manufacturing error shall be at Seller's expense. Please check your current insurance policy to determine if these costs are covered. If not otherwise noted, scrap allowance is 5% max.

**22. ENTIRE AGREEMENT** - This Purchase Order contains the entire agreement of the parties relating to the purchase of G & S, regardless of any inconsistent or additional terms in any other document, and supersedes all previous understandings, negotiations and proposals and may not be amended or discharged except in writing approved by both parties.