



PO Terms & Conditions

F-PUR-6

The following Terms and Conditions apply to all A.C.E. Aerospace (ACE) purchase orders.

Any delay in shipment must be conveyed to ACE Purchasing as soon as the delay is known.

Any changes to the contract requirements by the supplier must be approved by ACE in writing.

All information in the contract must be held in confidence and no third-party request for information will be authorized unless instructed in writing by ACE representative.

The supplier assumes all financial responsibility for replacement, rework, and material when production/process of parts are damaged and or lost.

Flow down to the supply chain applicable requirements including customer requirements. Apply appropriate controls to their direct and sub-tier external providers, to ensure that requirements are met.

Rights of access to ACE, for our customers, or regulatory authorities to applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

Notify ACE quality department of nonconforming product and make proper arrangements for approval for disposition.

Notify ACE quality department prior to transferring any ACE work to a new facility. ACE Quality Manager will determine prior to the transfer if the supplier may perform the transfer of work.

All work must be processed per latest revision unless otherwise instructed on purchase order.

Calibration labs must be certified to the latest version of ISO 17025, ANSI/NCSL Z540.1 or ISO 10012.

Comply with MIL-I-45208, AC7004, ISO 9001 or AS9100 Standards.

Provide Safety Data Sheets (SDS) and/or certificates of compliances for restricted, toxic or hazardous substances.

Special processors must be approved by Nadcap for processing unless otherwise authorized in writing by ACE.

Machining Suppliers must furnish inspection reports, Certificate of Conformance, and as applicable Material and Processing Certifications for the products they submit to ACE.

Material suppliers must furnish material certifications with original mill certifications in English to the purchase order requirements and shall not supply material for which they are not certified or approved.

Processing suppliers must furnish processing certifications to the purchase order requirements and shall not process any products for which they are not certified or approved.

Must perform due diligence to prevent the use of any conflict minerals in the manufacturing or processing of furnished products.

Agrees to comply with Anti-Terrorist Policy Executive Order #13224 – blocking property and prohibiting transactions with persons who commit or support terrorism, notice of September 24, 2001 and further agrees to include this statement in each lower tier subcontract.

Maintain a minimum of 90% combined quality and delivery performance.

Maintain adequate records of all production and product acceptance documents. Records shall be kept for a period of ten (10) years after final payment for supplies or services properly destroy (i.e. shred) documented information after retention period.

Notify ACE of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain ACE approval.

Perform due diligence to prevent, detect, and remove foreign objects.

Ensure that persons are aware of their contribution to product and service conformity, product safety, and the importance of ethical behavior.

Rev. n/c

Approval Date: 08/25/2020

Approved By: JF

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Counterfeit Products Prevention

a) For purposes of this clause, Counterfeit Work consists of those products delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable. (b) SELLER agrees and shall ensure that Counterfeit Work is not delivered to ACE (c) SELLER shall only purchase products to be delivered or incorporated as Work to ACE directly from the Original Component Manufacturer (OCM) or through an OCM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by ACE (d) SELLER shall immediately notify ACE with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by R. Bild, SELLER shall provide OCM documentation that authenticates traceability of the affected items to the applicable OCM. (e) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation R. Bild's costs of removing Counterfeit Work, of reinserting replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies ACE may have at law, equity or under other provisions of this Contract. The purpose of this flow down is to prevent entry into the supply chain, to prevent the use of counterfeit products, the delivery of counterfeit products and to control products identified as counterfeit.

Additional quality clauses will be noted on the Purchase Order as required.

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