

	Doc ID:	QD-301	Title:	Vendor Terms and Conditions		Rev:	Orig.
	Mgt. Rep Approval:	A. McKinney		Dept. Approval:		Date:	8/20/21

Vendor Terms & Conditions

Orders and Change Orders: These Terms & Conditions shall be part of each order INAIr Aviation Services (hereafter referred to as 'Buyer') may issue to Seller. The order is Buyer's offer to Seller and is limited to the terms stated therein, without addition, deletion, or substitution. Each order shall contain a description of the product or service being purchased and identify by part number, specifications, drawing, price, quantity and/or delivery schedule and place of delivery. Orders and change orders must be signed by authorized Buyer representative and acknowledged by Seller. Initiation of work constitutes acceptance by the Seller of Buyer's order as written.

Stop Work/Termination for Convenience: Buyer may Terminate or Stop Work on an order or change order. In the event that Buyer must terminate or stop work, written notice shall be provided to Seller. Upon receipt of notice Seller shall immediately cease all work on the order and protect Buyer.

Warranty: Seller warrants that all products or services delivered will be free from defects in design, material and workmanship; will conform to the applicable descriptions, specifications, part numbers, drawings and revisions noted in the order; and are suitable for the purpose intended.

Quality Management System: Sellers providing subcontracted services to Buyer shall implement and maintain a quality management system certified to 14 CFR Part 145 or equivalent. Any changes to the approval basis of the Seller's management system shall be communicated to Buyer.

Nonconformance: In the event of any nonconformance on Buyer's designed product or during a service provision of Buyer provided product, the Seller shall notify Buyer in writing and obtain written concessions/disposition from Buyer prior to delivery. If suspect/nonconforming product is delivered to Buyer, the Seller shall immediately notify Buyer in writing and follow-up with a documented corrective action.

Inspection/Observation: The Seller shall grant the right to inspect and observe the performance as it applies to the product or service being ordered. These inspections and observations shall not be used by the Seller as evidence of product quality.

Assignment/Outsourcing: The order may not be assigned or outsourced by the Seller without the written consent of Buyer's authorized personnel. Seller must flow-down all applicable requirements in their purchase documents to sub-tier suppliers. Buyer must approve all sub-tier suppliers prior to assignment.

Access Rights: Acceptance of Buyer's purchase order for aerospace, aviation or defense product or service signifies agreement for access rights to Seller's or any supply chain facility by Buyer, their Customer and/or the pertinent Government/Regulatory Agency when requested to review quality system, records, and facility areas related to the product or service provided.

Product/Process Changes: Seller shall not make changes to aerospace, aviation or defense product/process definition, parameters, specifications, facility location and/or supply chain without written notification to Buyer. Authorized Buyer Quality or Engineering representative must provide written authorization or First Article Approval for product/process change.

Product/Process Certifications & Reports: When certifications or inspection reports for the product or process supplied by Seller are required via Buyer purchase order, the information within the certifications or inspection reports shall include positive identification/traceability. This can include part number, part description, and lot/serial/batch number. Certifications and inspection reports shall also include drawing revision, process description, specifications, and test/inspection results when applicable. If Seller is distributor of product, Seller shall provide the manufacturer's test certifications when certifications are required.

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Maintenance Recordkeeping: All subcontracted maintenance, preventive maintenance or alterations performed on aviation products or articles performed by the Seller shall comply with the recordkeeping requirements of 14 CFR Part 43.9.

Counterfeit & Suspected Unapproved Parts Prevention: Seller shall prevent the supply of counterfeit/suspect counterfeit or unapproved parts to Buyer for use or inclusion in aerospace, aviation, or defense product.

Record Retention: Seller shall retain documented information pertaining to this order for a period of ten (10) years, after which Seller may dispose of records per documented procedures or Buyer's instruction.

Product Segregation: When product is identified by different part numbers, revisions and/or job/lot numbers to maintain traceability integrity, the Seller shall keep the product segregated as identified.

Flow-down Requirements: Seller shall flow down all requirements for the product/service, processes, and quality system to the supply chain.

Personnel Competence & Awareness: Seller's personnel competency or training records shall be made available for review as requested by Buyer. Personnel must be aware of their contribution to product/service conformity and product safety, plus the importance of ethical behavior.

Calibration: Equipment/gages used to measure, monitor or test product, processes or equipment/gages for acceptance to requirements must be calibrated/verified and traceable to national standards (e.g. NIST). When Seller provides calibration services to Buyer, calibration certifications shall be provided per ISO17025 and/or the applicable standard.

Termination for Default: If Seller is in default in carrying out any of its obligations under the terms of this order Buyer shall give Seller notice of such default and Seller shall have 10 calendar days cure default.

Compliance: The Seller in performing this order is responsible for compliance with all applicable State & Federal, Provincial and Local laws & regulations applicable to the product or service provided.

Bankruptcy/Insolvency: In the event of any proceedings in bankruptcy or Insolvency against the Seller, Buyer may cancel this order for default.

Indemnification: The Seller shall hold Buyer harmless of any liability, cost, claims, damage or expense by any alleged or actual property damage or personal injury arising out of, as a result, or in connection with the product delivered or work performed in this order due to any act or omission of Seller, its employees, agents or subcontractors.

Partial Invalidity /Waiver: If any provision of the order, including these terms, becomes void or unenforceable, the other provisions shall remain valid and enforceable. Waiver of one or more provisions of these Terms & Conditions shall in no way act as a waiver of any other provision herein.

State of Law: The State of Indiana shall be the governing state for all law regarding the performance of this order and any matters pertaining to this order.

Entire Agreement: This order, including amendments and attachments, constitutes the entire agreement and understanding between the Seller and Buyer with respect to the product or services ordered.