

Aircraft Stamping Company Standard Quality Requirement Flow Down Clause

Seller Certificate of Conformance required with each shipment. Upon acceptance of this PO/contract, seller agrees to provide right of entry to seller's facility to Aircraft Stamping Company, Aircraft Stamping Company's customer(s), and any applicable regulatory agency. Seller agrees to implement and maintain a quality system acceptable to Aircraft Stamping Company and its customers. Where special process approval is required for a prime contractor process specification, seller shall provide evidence of such approval upon request by Aircraft Stamping Company. Process suppliers shall furnish a complete certificate of conformance with each shipment. General or specific (part number) NDT approval numbers shall be referenced on process certifications and/or certificates of conformance. Material suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification, melt, heat, batch, or lot. Additional Aircraft Stamping Company Quality Requirements (Aircraft Stamping Company's QR clauses) apply when referenced by P.O.

Seller must notify Aircraft Stamping Company of any anomalies that occur in the processing of this order within 24 hours of discovery.

Aircraft Stamping Company Standard Terms and Conditions

Acceptance and entire agreement: It is agreed and understood that this instrument contains the entire and only agreement between the parties respecting the subject matter hereof.

Inspection: All items supplied hereunder, and all raw materials, work in process components, and/or intermediate assemblies to be used in the items and Seller's plant and premises may be inspected and tested by Buyer or its customer to the extent practicable at all times and places, including the period of performance and manufacture. If any inspection or test is made on the premises of Seller, or a subcontractor of Seller, there shall be provided all reasonable facilities and assistance for the safety and convenience of the inspectors without additional charge to Buyer or its customers. Buyer reserves the right to charge Seller for any additional cost of inspection or test in the event the items or supplies are not ready or available for an inspection or test as represented by Seller or its subcontractor or in the event such inspection or test is necessitated by prior rejections.

Warranty: Seller warrants that all supplies (which term as used herein includes services) delivered under this order will be merchantable, free from defects in material and workmanship and will strictly conform to applicable specifications including performance specifications, drawings, models and/or samples. These warranties shall be in addition to any other warranties, express, implied, or statutory. All warranties shall run to Buyer, its customers and subsequent owners of the goods or and products of which they are a part, and will remain in effect until the expiration of all warranties Buyer is required to extend to its customers on the items ordered hereunder Buyer's inspection and/or acceptance or Buyer's approval of Seller's inspection system shall not relieve Seller of its liabilities.

Changes: Buyer may at any time by written notice and without notice to sureties, assignees, or delegates, make changes within the general scope of purchase orders issued by Buyer in any one or more of the following: (i) drawings, designs or specifications, (ii) place of inspection, acceptance or point of delivery; (iii) data requirements or (iv) quantities. If any such change causes an increase or decrease in the cost of, or in the time required for, performance of any part of the work under this order, the Buyer shall make an equitable adjustment in the price, the delivery schedule, or both, and shall modify the order. The Seller must assert its right to an adjustment under this provision in writing within (thirty) 30 days of receipt of written change order.

Law governing: This order is to be governed and construed according to the internal law of the State of California, and shall be deemed to be an agreement between merchants.

Termination and cancellation: The performance of work under this purchase order may be terminated by Buyer in whole, or from time to time in part, whenever Buyer shall determine that such termination is the best interests of the Buyer.

Quality control records: Seller shall maintain, subject to Buyer's review and approval, quality control records and procedures adequate to evidence strict compliance with all pertinent specifications. Seller shall furnish, upon request by the Buyer, certified copies of mil test reports or certification stating that physical, electrical and/or chemical test reports are on file for examination and that they indicate conformance to the applicable specifications. Each certification must reference test for lot or heat number, assuring traceability to source. Seller shall include this clause in all its subcontracts hereunder.

Confidential disclosure: Seller shall keep confidential all designs, processes, drawings, specifications, reports, data, and other technical or proprietary information and the features of all parts, equipment, tools, gauges, patterns, and other items furnished or disclosed to the Seller by the Buyer in connection with this order.

Disputes: In the event that a dispute arises between Buyer and Seller as to any matter connected with this order, Seller agrees that Buyer shall have the right to withhold, from any payment due Seller, an amount adequate to cover the disputed subject matter pending resolution of the dispute. Seller agrees that such withholding of payments shall not relieve Seller of its obligations to perform the balance of this order and any other orders which Buyer may have with Seller.

Warranty – price: Seller warrants that the prices charged Buyer, as indicated on the schedule of this order, are no higher than prices charged on orders placed by like Buyers for similar quantities under similar conditions during the sixty day period immediately preceding the execution of this agreement. In the event Seller breaches this warrant, the prices charged Buyer shall be reduced accordingly.

Indemnification: Seller agrees to indemnify and hold harmless the Buyer, its officers, employer, and agents from and against all loss, cost, damage, claim liability and expense resulting from injuries to or death of Seller's or its subcontractor's employees, agents or servants arising out of or in connection with the performance of this contract.

Government contracts: If this purchase order is for products or services to be used for any Government Contract, then this purchase order shall be subject to the additional provisions of the Federal Acquisition Regulations and any and all other regulations applicable to the Government Contract under which this order is placed.