



AS9100D Purchasing Terms and Conditions

Rev D 06/07/2019

1. Our organization reserves the right of final approval of product, procedures, processes and equipment.
2. All special processes required by this PO must be performed by qualified personnel.
3. Our organization reserves the right to review and approve the Vendors Quality Management System. Standard QMS requirements include:
 - a. Vendors providing special processing must maintain a system for validating processes.
 - b. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer in question.
 - c. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.
4. The vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
5. Our organization reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.
6. Our organization reserves the right to designate requirements for test specimens for design approval, inspection/verification, investigation or auditing.
7. The vendor is required to:
 - a. Notify our organization of nonconforming product.
 - b. Obtain our organization approval for nonconforming product disposition.
 - c. Notify our organization of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations.
 - d. Take measures to detect and prevent counterfeit parts from being used.
 - e. Flow down to the supply chain the applicable requirements including customer requirements.
8. The vendor is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment.
9. The vendor is required to retain all records associated with the Purchase Order for 10 (ten) years or as required by contract.
10. Right of access by our organization, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
11. All vendors providing calibration services must be certified ISO17025 (or equivalent). All calibration certificates must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

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12. Seller shall provide a proper bill of lading signed by carrier, or any other legally applicable documents providing title to the good to purchaser upon delivery, fully protecting all parties in case of damages in transit. All cost incurred due to improper packing will be paid by seller.
13. Certification of materials and/or process performed must accompany materials/parts received. Invoice will be aged for payment based on date certification(s) is received.
14. Far Clause 52.246.2 and 52.203-7 are hereby invoked.
15. Any disputes arising out of any contract issued pursuant to the terms and conditions shall be interpreted in accordance with and governed by the laws of the State of Kansas, USA.
16. As applicable, the vendor shall comply with the DPAS priority ratings, imposed by the Federal Government, referenced on the purchase order. DPAS Ratings: (DX) Highest national defense urgency. (DO) Critical to national defense.
(<http://guidebook.dcms.mil/38/DPAS%20Guidebook.htm>)
17. EXPORT/IMPORT/ITAR COMPLIANCE
Warning: Information furnished to seller under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Seller is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to seller or seller's lower-tier suppliers, without the prior written consent of Automation-Plus, Inc., and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, seller shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from sellers' failure to comply with the Export Laws and Regulation of the United States.

- REV A. 09/01/2014 Complete rewrite of Terms and Conditions for AS9100 compliance.
- REV B . 07/25/2016 Changed record retention for 7 to 10 years
- REV C. 02/01/2018 Changed AS9100C to AS9100D
- REV D. 06/07/2019 Added Counterfeit part flow down.

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