

**AS9100 Supplier Terms & Conditions Agreement**

As a supplier to Orion's Belt Engineering, Inc. (OBE), it is understood when accepting our purchase orders, your organization agrees to meet the following AS9100 requirements in addition to OBE General Terms and Conditions of Purchase. These AS9100 requirements are applicable whenever OBE Purchase Orders have a link to these Ts & Cs on the company website. The requirements, therefore, are to be considered as Terms and Conditions to all aerospace purchases.

**SUPPLIER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR.**

The seller warrants that in the performance of this PO, seller shall comply with all applicable statutes, rules, regulations, and orders of the Government and any of the state or political subdivision thereof, and agrees to indemnify OBE against any loss, damage, cost, or liability by seller's violation of this warranty. Communication to OBE should be made to the Buyer of Record on the Purchase Order. If communication is handled in a non-written/electronic format, for example telcon, it should be provided in a written/electronic format as requested.

**APPROVAL OF PRODUCT, PROCEDURES, PROCESSES, AND EQUIPMENT**

OBE reserves the right of final approval of Product and services; methods, processes, and equipment; the release of final product and or services. There are no special processes required by this Purchase Order. Key, critical, and special characteristics are to be identified and controlled as noted on the Purchase Order or specification.

**QUALIFICATION OF PERSONNEL**

All work must be performed by qualified and competent personnel.

**RIGHT OF ACCESS**

Right of access by OBE, 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 to include verification and validation on site, as defined on the Purchase Order and arranged with the supplier.

**QUALITY MANAGEMENT SYSTEM**

Supplier, including their sub-tier providers, must have implemented a Quality Management System (QMS). OBE reserves the right to review and approve the Quality Management System.

Standard QMS Requirements Include:

- Customer Directed sources must operate in accordance with approved specifications and standards, as dictated and controlled by the customer in question.
- The Supplier shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and all other relevant technical data.

**DESIGN, TEST, INSPECTION, VERIFICATION**

OBE 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.

The Supplier is responsible for conformity of all products purchased from suppliers/processors, including from sources defined by the OBE or OBE's Customer. Unless specifically authorized by OBE, the Supplier is not authorized to release purchased product for use until completion of all required verification activities. If approved by OBE, Sellers documented procedures must include provisions for identification and records to allow recall and replacement if it is subsequently found that the product does not meet requirements.

When OBE or its customer intends to perform verification at the supplier's premises, OBE will first state the intended verification arrangements and the method of product release. This information will be communicated on the OBE RFQ, purchase order, or via another acceptable purchasing arrangement.

**TEST DATA SPECIMENS**

OBE 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. OBE reserves the right to designate requirements for test data sets for design approval, inspection/verification, investigation, or auditing (where applicable). Any statistical techniques used for inspection sampling must be pre-approved, such as sample inspection plans.

**TEST REPORTS**

The supplier shall maintain on file and make available to OBE (upon request), OBE's customers and/or regulatory authority, all quality data/records such as acceptance test reports, inspection records, control plans and other applicable quality control data for a minimum of 5 years (unless otherwise specified) from completion of purchase order that directly affects the quality of products/services ordered by OBE.

**NON-CONFORMING PRODUCTS**

Supplier shall notify OBE of non-conforming product within 24 hours of discovery of such nonconformity, regardless of whether it be prior, during, or after receipt of the product. OBE does not grant disposition authority for non-conforming product. No known non-conforming product shall be shipped to us without our written authorization. Supplier shall obtain OBE's approval for non-conforming product disposition.

**SERIOUS FAILURES, MALFUNCTIONS OR DEFECTS**

Supplier shall notify OBE of any serious failures, malfunctions or defects found in the product within 24 hours of discovery via written communication.

**CHANGES**

Supplier shall notify OBE of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations within 24 hours.

**SUBCONTRACTORS**

OBE does not allow its suppliers to subcontract any product or process to a sub-tier supplier without prior written consent from OBE. If a subcontractor is required, notification must be provided to OBE in writing, stating the service to be provided and subcontractor(s) to be used.

**FLOW DOWN**

Flow down to the supply chain the applicable requirements including all Purchase Order requirements and key characteristics to the supplier's vendors of any approved outsourced products or services is required.

**SUPPLIER PERFORMANCE MONITORING**

Performance of suppliers is monitored using specific metrics data that includes but is not limited to:

- Quality performance of parts and services and On-time delivery performance.
  - If OBE's monthly supplier evaluation identifies a supplier with an on-time delivery rate less than 80%, a corrective action request can be issued for supplier response.
- If delivery cannot be met, the appropriate OBE Buyer of Record must be notified in advance.

**CORRECTIVE ACTIONS**

Corrective Actions flowed to the Supplier shall be completed and returned in a timely manner. Supplier is required to flow down corrective action requirements to sub-tier providers when it is determined the sub-tier provider is responsible for the non-conformity.

**INCOMING INSPECTION**

OBE performs an incoming inspection to ensure the purchased product meets purchasing requirements. These requirements may include:

- Installation and Testing of software products received
- Verification of the certificate of conformity, or other certifications.
- Products are inspected to ensure they meet requirements and the results are recorded when appropriate.

**RECORD RETENTION**

All records must be retained by the Supplier for 5 years and disposal required after 5 years based on the requirements of customer.

**FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION**

Not applicable.

**INTELLECTUAL PROPERTY**

Supplier stipulates that the sale and supply of Goods do not infringe upon any United States or foreign patents, trademarks, copyrights, trade secrets or any other form of Intellectual Property.

**PREVENTION OF COUNTERFEIT PARTS**

If incorporating Open-Source software, the supplier is required to have a Counterfeit part program to eliminate the use of any unauthorized copy, imitation, substitute, or modified part (e.g., software component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer. If Counterfeit parts are detected in product procured, you must notify OBE within 24 hours. If the supplier does not have a procedure for this, OBE will provide the one used by OBE as an example.