

**Associated Aircraft Supply Co. LLC**  
**General Terms and Conditions and Quality System Documentation**

**General Terms and Conditions**

1. **Acceptance:** The terms and conditions set forth herein constitute the full and final expression of the contract between Associated Aircraft Supply (hereinafter referred to as Seller) and Buyer and supersedes all prior quotations, purchase orders, correspondence and other communications, whether written or oral, between seller and buyer. No Quotation, order or acknowledgement and no provision of the seller's terms and conditions of same shall be subject to change in any respect except as agreed to in writing by an authorized representative of seller. No statement, representation or warranty not contained herein shall be binding on seller unless made in writing by an officer or other authorized representative of seller. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.
2. The due date shown on this Purchase Order is the expected "On Dock" date at our facility.
3. Supplier shall acknowledge receipt and acceptance of all purchase orders within 48 hours. Acknowledgements can be faxed to 214-339-9840 or emailed to your Associated Aircraft buyer contact.
4. Supplier shall notify Associated Aircraft in the event that confirmed delivery dates will not be met.
5. **Invoice and Payment:** Unless otherwise provided in this contract/order, no invoices shall be issued nor payments made prior to delivery as specified in the document issued by the buyer. All payments are subject to adjustment for shortages and/or rejections of delivered items.
6. **Withhold:** Buyer may withhold payment in the amounts payable to the seller hereunder on any claim or change buyer may have against seller.
7. **Governing Law:** The contract/order incorporating these terms and conditions and the performance of the parties hereunder shall be construed in accordance with and governed by the laws of the state of Texas.
8. **Taxes:** Seller's prices/quotes shall separately note all applicable taxes.
9. **Price Warranty:** The seller warrants that the prices of the items set forth herein do not exceed those charged by the seller to any other customer purchasing the same items in like quantities.
10. **Variations in Quantity:** Unless written pre-approval is received from the buyer, no variations in quantities are authorized.
11. **Indemnification:** The seller shall indemnify Associated Aircraft Supply against all liability that may result from any claim, action or suit by any person based on the alleged injury to or death of any person or damage to or loss of any property that may occur or that may be alleged to have been caused by the seller in the course of performance of this contract by the seller. The seller shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against Associated Aircraft Supply in any such action or actions, the seller shall satisfy and discharge the same without cost or expense to Associated Aircraft Supply. However, this indemnity shall not apply to claims, actions or suits resulting from Associated Aircraft Supply negligence. Associated Aircraft Supply shall indemnify the seller against all liability that may result from any claim, action or suit by any person, based on any alleged injury or death of any person or damage to or loss of any property that may occur of that may be alleged to have been caused by Associated Aircraft Supply in the course of the performance of this contract. Associated Aircraft Supply shall pay all charges of attorneys in connection therewith and, if any judgment shall be rendered against the seller in any such action or actions, Associated Aircraft Supply shall satisfy and discharge the same without cost or expense to the seller.
12. **Notification of Debarment/Suspension Status:** Seller shall provide immediate notice to the buyer in the event of being debarred, suspended or proposed for debarment by any Federal Agency during performance of this contract/order.

**Associated Aircraft Supply Co. LLC**  
**General Terms and Conditions and Quality System Documentation (continued)**

**A. Quality System Documentation**

1. Any Purchase Order noting a US Government Contract number and associated Priority Rating shall be executed in accordance with the Defense Priority and Allocation System Program.
2. Supplier shall provide a Certificate of Compliance with each shipment. Supplier shall provide Manufacturer's Certs if available with each shipment.
3. Traceability for all material, revision status, date of manufacture and inspections shall be maintained and records of such shall be kept on file and readily accessible for a minimum of 7 years.
4. In accordance with AS9100/9120 (paragraph 7.4.2 (I)), we reserve the right of access for ourselves, customers and regulatory authorities to all facilities as well as quality records pertaining to the execution of an Associated Aircraft Supply order, including verification at suppliers premises of product conforming to specific requirements 7.4.3 (54)
5. Supplier shall notify Associated Aircraft when changes occur that will affect the product and/or process and the quality system (I.e.Change of address/location, change in ownership, company name change, change in quality manager, and change in quality system approval type/level) and where required, obtain organizational approval.
6. Supplier shall notify Associated Aircraft in a timely manner, when it is discovered that non-conforming product has been or may have been shipped against an Associated Aircraft order. Approval for use of nonconforming material is restricted to end customer's organizational approval.
7. Supplier should have a Quality System that conforms to a nationally known standard (i.e. ISO9001, AS9100, AS9120, FAR 21, etc.) that is applicable to the product being supplied.
8. Supplier shall supply expiration date on all "shelf life limited" items.
9. Supplier shall comply with standard F.O.D practices.
10. Supplier shall adequately and permanently (when at all possible) mark the product with the part number and when applicable, the date code.
11. Supplier shall comply with any special requirements additionally noted on the Purchase Order. The supplier is required to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
12. Documentation including C of C's, Test Reports, and FAI's that might be required must be provided to Associated Aircraft Supply in English.
13. Supplier shall use best practices to prevent the sale of counterfeit and suspected unapproved parts. Suppliers that believe they have supplied counterfeit parts must notify Associated Aircraft within 48 hours of finding the suspect part or lot.