



## **KELLSTROM AEROSPACE STANDARD PURCHASE ORDER TERMS AND CONDITIONS**

By agreeing to provide or sell the material and/or services set forth on this Purchase Order to Kellstrom Aerospace, Seller agrees that such terms and conditions shall apply exclusively to all material and services sold or supplied to Kellstrom Aerospace and that such terms and conditions shall supersede any terms and conditions on Seller's forms unless otherwise stated on this Purchase Order or agreed to in writing by Kellstrom Aerospace.

### **Purchase Order Reference**

This Kellstrom Aerospace Purchase Order number shown above must appear on all correspondence, invoices, packages, packing lists and shipping documents. All Seller references including Sales Order number, Invoice number, Packing List Number or any other references included on FAA 8130-3, EASA Form One (or equivalent), must match identically on all the paperwork. No deviation including suffix or prefix causing variation in any references shall be permitted and shall be grounds for part rejection. Only original paperwork will be accepted for factory new material. Copies of Airworthiness Releases are grounds for rejection.

### **Shipping and Packing**

Material will be shipped Free Carrier (FCA - Incoterms 2020) Seller's facility and must be packaged in accordance with ATA Specification 300.

Each Life Limited Part must be in its own crate and not stacked or comingled with any other material.

Material that is not in OEM packaging must have the part number (and Serial Number, if applicable) clearly and fully legible on each part by means of a data plate, ink stamping, engraving or other approved method of fireproof identification that is placed on the part on a non-critical surface.

No charges shall be made for insurance, packaging material or packaging unless specifically stated on this Purchase Order. Seller will coordinate shipping instructions with Kellstrom Aerospace for shipments over 75 lbs.

Hazardous/dangerous goods must be packaged in accordance with IATA/ICAO specifications for air carriage. Material incorrectly packaged shall be subject to rejection by Kellstrom Aerospace. DECLARATION, DOCUMENTATION AND PLACARDING OF DANGEROUS AND HAZARDOUS GOODS IN ACCORDANCE WITH FEDERAL CODE REGULATIONS TITLE 49, ICAO ANNEX 18 AND IATA DANGEROUS GOODS REGULATIONS IS THE RESPONSIBILITY OF THE SELLER/SHIPPER.

### **CUSTOMS DOCUMENTATION**

For all International shipments to Kellstrom Aerospace, a detailed description, country of manufacture, harmonized tariff code for each part is required on the Seller's pro-forma or commercial shipping invoice. International shipments will also include a statement of "Civil Aircraft Parts" on the invoice.

Seller is responsible for the accuracy of all customs documentation. Seller warrants to Kellstrom Aerospace that the material specified in this Purchase Order is being sold at prices equivalent to what Seller would sell to others in the country of origin. Seller will indemnify and hold harmless Kellstrom Aerospace from any duty or charge that may be assessed by the United States Government for violations of the Anti-Dumping Act.

### **Traceability**

All material must be traceable to the following FAA approved sources: FAR parts 121, 129, 145 or the OEM.

Copies of all traceability documents must be included with all shipments. An 8130-3 with dual release or EASA Form 1 with dual release and a CAAC form, as applicable, must accompany all NEW AND MAINTAINED material. All maintenance release forms must be the original documents issued by the OEM or an authorized repair facility and must include a workshop report as applicable.

All parts obtained via an aircraft or engine teardown must include a removal tag that identifies the quantity, part number, serial number, engine serial number or aircraft serial and tail number from which the part was removed and the repair station number or mechanic's license number. The removal tag must have the teardown agency's name, be signed and dated.

All material shall have been clearly and continuously identified from the time that it was removed from an engine or aircraft with information that would allow the following information to be tracked: last operator, engine/aircraft of origin, serviceability status, and reason for rejection if applicable.

If a part has been rejected for cause since its last operation, all documents originally received with the part by the supplier, including any documents indicating the item has been rejected for cause; must be maintained and provided to Kellstrom Aerospace. If the part is sent by the supplier for repair evaluation, then such documents must accompany the part if available and the reason for the part being declared rejected must be clearly communicated to the entity repairing the part if the reason is known.

Documents identifying the part and its condition must accompany the part at all times and must not be separated from the part unless removed by an approved Part 145 Repair Station.

The Seller will not perform or have performed any kind of maintenance or alteration on the part including cleaning of any kind, and must leave the part in the condition it was received unless the maintenance or alteration is performed in accordance with approved technical data and in compliance with FAR Part 43. The removal of any markings done by a certified repair station to indicate that the part was rejected is not permitted unless accomplished by a certified repair station.

The maintenance release shall identify all Airworthiness Directives incorporated.

## **Certifications and Quality Requirements**

### **Q Clause 1: Certificate of Conformance (C of C)/Material Certification Requirement**

All certifications from ALL previous operators must be included and must contain a non-incident release statement and confirm that parts were not obtained from any government or military source and have not been subjected to severe stress or heat (as in a major engine failure, accident, or fire) or submersed in water. A C of C or material certification and packing slip referencing part number, serial number, condition, description and manufacturer must be included for all trace entities. Each manifest must be on company letterhead, signed and dated. By providing a C of C or material certification, the seller acknowledges the requirements of Kellstrom Aerospace purchase order have been fully met.

### **Q Clause 2: Lots Segregation Requirement**

The Seller shall not mix different date codes or production lots and shall not combine new surplus parts with factory new parts. Parts may be submitted in one shipment provided the different date codes and lots are identified and segregated.

### **Q Clause 3: Quality Records Retention Requirement**

The seller's product, process control and quality records shall be retained at the Seller's location for a minimum of 7 years from the date of shipment unless a different record retention requirement is stipulated on Kellstrom Aerospace purchase order. The Seller shall also provide quality records upon request.

### **Q Clause 4: Right of Access Requirement**

The Seller shall permit Kellstrom Aerospace staff, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. This includes for surveillance or investigation in order to verify the quality of work, records and conformance of purchased products to specified requirements.

### **Q Clause 5: Part Number Change Requirement**

Alternate or equivalent part numbers must be approved prior to shipment and acceptance by Kellstrom Aerospace Quality and Purchasing Department.

### **Q Clause 6: Notification of Nonconforming Product**

The Seller shall notify Kellstrom Aerospace of any nonconforming processes, products, or services and obtain approval for their disposition. The Seller shall also ensure the flow down of Kellstrom Aerospace requirements or their customers to sub-tier suppliers as required. All sub-tier suppliers shall have an effective quality management system in place as per acceptable industry standards

### **Q Clause 7: Shipment of Shelf Life Material**

The Seller may only ship material that has a minimum of 80% shelf life remaining on age controlled items, and identified with the manufacturer date OR cure date, and expiration date. Kellstrom Aerospace has the right to reject and return any material received that does not meet this requirement.

### **Q Clause 8: Product Maintenance Requirement**

All work performed must have been performed in accordance with the OEM manual and noted in Block 13 of the maintenance release tags (Block 12 for EASA Form 1 or TCCA Form 1). All inspections and repairs performed must be noted either on the maintenance release forms or the workshop reports.

### **Q Clause 9: Product Awareness**

Ensuring that persons are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

### **Q Clause 10: Competence:**

Vendor agrees that it will employ qualified personnel where necessary to satisfy the requirements of this order.

### **Q Clause 11: Quality Management System**

Vendor shall maintain a quality management system which is acceptable and appropriate for the items supplied and shall comply with general industry standards. Vendor shall use customer-designated or approved external providers, including process sources. Kellstrom Aerospace is to be notified of changes to processes, products, or services, including changes of their external providers or location of manufacture.

### **Q Clause 12: Prevent the use of suspected unapproved, unapproved, and counterfeit parts**

Vendor shall maintain a quality management system which is acceptable and appropriate for the items supplied and shall comply with general industry standards.

### **Q Clause 13: External Provider Performance**

Kellstrom Aerospace monitors the performance of all external providers. All external providers with rejection rate of 5% or greater will be notified in writing.

All EA, IEN, DER, Departure Records or CDRs must be approved by Kellstrom Aerospace in advance and prior to shipping. Seller may not substitute with PMA parts without prior authorization from Kellstrom Aerospace.

All serviceable material with current maintenance release will carry a minimum of a six (6) month warranty and overhauled and new condition material will carry a minimum of a one (1) year warranty from the date of purchase. All other material is guaranteed repairable and will be returned to Seller if deemed BER.

All Work in Process or items currently at repair must have work scopes approved by Kellstrom Aerospace prior to shipping the material. All material is subject to Kellstrom Aerospace's final acceptance. This includes parts that have been rejected for physical, document or cosmetic issues. The seller, where appropriate, shall flow down to the supply chain the applicable requirements or that of their customer where defined.

## **Cancellation**

Kellstrom Aerospace reserves the right to terminate this Purchase Order or any part hereof by written notice and to refuse to accept delivery or, at Sellers cost, to return goods already delivered: (a) at any time prior to acceptance by Kellstrom Aerospace, (b) if shipment is made later than the date specified or not within a reasonable time if no time is otherwise specified, (c) if Seller breaches or anticipatorily breaches any of the terms of the Purchase Order (including any express or implied warranties of Seller), (d) if Seller makes an assignment of creditors, or bankruptcy proceedings are instituted by or against Seller or a receiver or trustee is appointed for Seller's assets, or (e) if Seller or any shipments are not in accordance with Kellstrom Aerospace's shipping instructions.