



MAX Aerostructures LLC.

SUPPLIER PURCHASING AGREEMENTS

TERMS AND CONDITIONS

ACCEPTANCE/AGREEMENT: Purchases Order shall be accepted by Seller by shipment of goods, performance of services, commencement of work on goods, or written acknowledgement. No modification which is in conflict or inconsistent with, or in addition to, terms and conditions set forth shall be binding upon Buyer unless accepted in writing.

DELIVERY: Delivery must be in compliance with the schedule contained in the Purchase Order. Buyer may terminate the order, or any part thereof, if Seller fails to deliver articles, work or material of the quality specified or within the times specified, or to replace or correct defective articles, or to perform any of the other provisions of the order. In the event of termination, Buyer has no obligation to accept or pay for articles, materials or work terminated and Buyer may purchase similar articles elsewhere on such terms and in such manner as Buyer deems appropriate.

QUALITY MANAGEMENT SYSTEMS: Seller shall implement a quality management system and use customer-designated or approved suppliers, including processing sources. No sub-contracting is allowed without prior notification and authorization by MAX.

PACKING/SHIPPING: All articles ordered shall be suitably packed for protection in shipment. No charge shall be made by Seller for packaging unless agreed upon in writing by Buyer. No charge for unauthorized premium transportation charges will be allowed.

PURCHASER CHANGES TO PRODUCT OR ORDER DEFINITION: Buyer has the right at any time to make changes in drawings, designs or specifications, method of shipment or packing, place or time of delivery or performance, and quantities covered by Order with appropriate notification to Seller.

SUPPLIER CHANGES TO PRODUCT OR PROCESS: Seller will notify Buyer within 30 days of changes to its product or the processes used in its manufacture. Such changes include changes in facility location, design, materials, processing, or outsourcing of related manufacturing or processing. Catalog supplies for which MAX or its customers have no design authority are exempt from this clause.

WARRANTIES: Seller warrants that all goods, materials and work furnished conform to applicable drawings, specifications, samples and/or other descriptions given to Seller, and are free from defects in workmanship and material.

FLOWDOWN OF REQUIREMENTS: Seller shall ensure when flowing down applicable requirements to their sub-tiers they include all customer requirements. Seller shall be ensuring their employees are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

INSPECTION: Final inspection and acceptance of articles is made by Buyer after delivery or as otherwise indicated in the PO or documents referenced therein. In case any article is defective in material and workmanship, or otherwise not in conformance with the requirements of the PO, Buyer has the right either to reject it, require its correction or accept it with an appropriate price adjustment.

CONFIGURATION: Seller is to use the specified revision of all documents, specifications, drawings, technical descriptions, digital data, programs, etc. referenced in the Purchase Order or governing contracts. If no specific revision is indicated, Seller is to process in accordance with the latest and current revision and state revisions used in accompanying C of C and/or test reports.

PREVENTION OF COUNTERFEIT PRODUCTS: Seller shall attempt to prevent the use of any counterfeit or suspect counterfeit product by dealing with recognized reputable suppliers and inspection of product and documentation upon receipt.

OBJECTIVE EVIDENCE OF CONFORMANCE: If the products we are buying are fabricated details, assemblies, materials, chemical products, paints, adhesives, hardware, NDI services or parts and materials processing services, the supplier must send certificate of conformance certifying conformance to indicated design criteria and specifications and the specific revision thereof. When the product is metallic raw materials (sheet, bar, extrusion, billet, or any other shapes/configurations) Seller must provide chemical and physical test report from the facility where the material was produced and include indication of its country of origin (where material was last in molten state). This includes providing test specimens (e.g., production methods, number, storage conditions) for design approval, inspection/verification, investigation or auditing.

RIGHT OF ENTRY/ACCESS: During the performance of this order your quality system and manufacturing processes, as well as the systems and facilities of Seller's sub tier suppliers, are subject to review, verification and analysis by MAX Aerostructures, our customers' representatives and/or regulatory authorities to the applicable areas of facilities and to the applicable documentation information;

NONCONFORMING PRODUCT: When Seller has no recognized disposition or repair authority, Seller will notify MAX Aerostructures any time it detects nonconformity in products it has, or will, deliver. Seller will obtain disposition from MAX prior to shipment when possible and will deliver properly identified nonconforming product for disposition only with specific instruction from Buyer. Seller will notify Buyer of nonconforming product discovered post-delivery at the earliest possible opportunity.

PERFORMANCE: MAX will interact with suppliers via email, telephone and/or site visits. Supplier performance will be reviewed on a regular basis by reviewing quality and on-time delivery. If it is determined that the supplier is not meeting MAX requirements, a corrective action request may be submitted for the supplier to review and respond to.

RECORDS RETENTION: Seller is to maintain documented information including retention periods and disposition requirements pertinent to this order and its manufacture for a minimum of 10 years unless otherwise specified on the face of the purchase order.

INVOICES/PAYMENTS: Payment of Seller's invoice is subject to adjustments for any shortage or for rejection. Individual invoices must show Purchase Order number.