



Supplier Purchase Order Terms & Conditions

Standard:	AS9100, AS 9110, AS 9120	Effective:	9/12/2019
Status:	Approved		
Approved by:	QMR	Pages:	1 of 3
File & Ver:	WI-0840-00 Supplier Purchase Order Terms & Conditions-Rev3		

Acceptance of this purchase order by Seller on the terms and conditions hereof shall be evidenced by either Seller’s written acknowledgment hereof or commencement of performance. To the extent that any typewritten or rubber-stamp provision of this order is inconsistent with any printed provision, the typewritten or rubber-stamp provision shall govern. This purchase order constitutes the entire agreement between the Seller and the Buyer and may be changed or modified only by written instrument signed by Buyer’s authorized representative. APPLICATION OF DPAS RATINGS: If this purchase order specifies a Priority Rating and is certified for National Defense use under Defense Priority & Allocation System, the Seller is required to follow the provisions of DPAS Regulation and all other applicable regulations and orders of the Business and Defense Services Administration in obtaining controlled materials and other products and materials needed to fill this purchase order.

Axxeum does not pay or condone the paying of bribes to anyone. Axxeum does not accept or condone the acceptance of bribes from anyone. Axxeum personnel are prohibited from giving, offering, accepting or receiving bribes, kickbacks, or similar payment or consideration of any kind, whether home or abroad, to or from any person or entity (including but not limited to any customer or potential customers, vendor or potential vendors, government official, political party, candidate for political office or any intermediaries, such as agents, attorneys, or consultants) in order to:

- Influence official acts or decisions of that person or entity;
- Obtain or retain business or a business advantage for, or direct business to, Axxeum, offeror, and entity represented; and or
- Secure any improper advantage for the offer or of the bribe and/or any represented.

CLAUSE NO.	TITLE / INFO.
G	GENERAL: Seller expressly warrants that all articles ordered to specifications, drawings, or other descriptions furnished by the Buyer will conform thereto, and that all articles will be of good quality and workmanship and will be free of defects. The Seller shall clearly communicate and mitigate any associated risks with Axxeum Buyer before proceeding with said contract. This clause (G) applies to all Purchase Orders. Unless otherwise specified, all print dimensions apply after finish.
Q – 1a	Certificate of Conformity (COC) Supplier shall provide with each shipment of purchased product, one legible copy of statement of conformity that includes, Axxeum Purchase Order Number (PO), Product Identification, Revision (if applicable), Lot Number, Cure Date, Shelf Life (if applicable), Quantity Shipped, Approval Signature from an Authorized Representative.
Q – 1b	Non-Conformance Supplier shall notify Axxeum of all non-conformances related to purchase product. Any product Non-Conforming condition must be agreed upon by Axxeum prior to shipment through formal Non-Conformance documentation such as, Supplier’s Non-Conformance Report, Product Waiver Approval or Product Deviation Approval.
Q – 1c	Right of Entry To permit Axxeum, our customers and regulatory agencies the right of access to applicable areas of the facilities and to applicable documented information, through prior notification, for the purpose of contract review, product conformity and production process verification. This will include sub-tier supplier(s) at all levels of the supply chain.
Q – 1d	Record Retention Supplier must maintain quality records pertaining to the purchase product delivered to Axxeum for a minimum of 10 years after the purchasing agreement has been fulfilled and satisfied by Axxeum.
Q – 1e	Purchase Order Amendments: Any changes to the Purchase Order requirements by the Supplier must be communicated and approved by Axxeum in writing. Any delays in shipment for any reason must be conveyed to Axxeum as soon as the delay is known by the Supplier.



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Q – 1f	<p>Quality Systems Suppliers shall have a quality management system in place in accordance to ISO 9001 or AS9100, unless an alternate quality system has been instituted and approved by Axxeum.</p>
Q – 1g	<p>Change Notification Supplier will notify Axxeum when changes occur that will affect the quality, performance, or appearance, manufacturing sites, packaging, raw materials, or quality management systems. Changes must be communicated and agreed upon by Axxeum prior to implementation.</p>
Q – 2	<p>Certificate of Analysis (COA) Supplier shall provide with each shipment of purchased product, one legible copy: Physical or Chemical test results in accordance to applicable Federal, Regulatory, and Statutory requirements and specification which demonstrated conformity of purchased product. Certificate of Analysis must contain: Purchase Order Number, Product Information, Revision, Lot Numbers, Cure Date, Shelf Life (if applicable), Quantity, Test Requirements and Test Data Results, Approval Signature from an Authorized Representative.</p>
Q – 3	<p>Test Reports Inspection and Tests must be performed in accordance to purchase order requirements/drawings and specifications. Inspection and Test records must contain inspection results by authorized personnel detailing: PASS/FAIL and/or data values. All Inspection and Test records must be readily available upon request by Axxeum.</p>
Q – 4	<p>GSA Industrial Funding Fee For all orders originating from the General Services Administration (GSA), the Seller shall be designated as a Subcontractor or a Team Member. Subcontractors who do not hold a current GSA Federal Supply Schedule must use the Buyer's designated GSA Contract and SIN. In such case, the Buyer shall be responsible for paying the GSA Industrial Funding Fee (IFF) and reporting sales to the Government. Team Members hold their own Federal Supply Schedule will use their own GSA contract and SIN. Team Members may be required to invoice the Government in certain circumstances. Such circumstances will be detailed in the individual purchase orders. Team Members are responsible for reporting their own sales under their GSA contract and paying their associated IFF directly to the Government. Terms of the individual order will specify details for Program management fees.</p>
Q – 5	<p>ITAR (International Traffic in Arms Regulation) When stated by the Purchase Order, all vendors are required to comply with International Traffic in Arms Regulation (ITAR). The drawings or specifications provided by Axxeum, under this order are controlled under the U.S. ITAR and may not be (a) sent or transmitted by any means outside the U.S. or (b) furnished or made available to a Foreign Person (any person who is not a U.S. citizen or lawful permanent resident/Green Card holder) inside or outside of the U.S., except in accordance with the ITAR and any approvals by the U.S. Department of State. For further assistance, visit https://www.pmdtdc.state.gov</p>
Q – 5a	<p>EAR (Export Administration Regulation) When stated by the Purchase Order, all vendors are required to comply with Export Administration Regulation (EAR). The drawings or specifications provided by Axxeum, under this order are controlled under the U.S. EAR and may not be (a) sent or transmitted by any means outside the U.S. or (b) furnished or made available to a Foreign Person (any person who is not a U.S. citizen or lawful permanent resident/Green Card holder) inside or outside of the U.S., except in accordance with the EAR and any approvals by the U.S. Department of Commerce. For further assistance, visit https://www.bis.doc.gov/index.php/exporter-portal</p>
Q – 6	<p>Supplier/Subcontractor Sub-tier Flow Down Requirements When subcontracting any material(s) and/or operation that affects conformance, the supplier shall ensure that the purchase order to the sub-tier Supplier identifies the "critical characteristics" as applicable.</p>
Q – 7	<p>Notification of Quality Escapes & Disclosure Supplier's system shall provide for a timely reporting of non-conformities that may affect already delivered product, including any continuing airworthiness actions. Notification to Axxeum shall be submitted on the Supplier's letterhead and include a clear description of the discrepancy, which includes as necessary; parts affected, customer and/or supplier part numbers, manufacturing dates, quantities and date(s) delivered, any information relating to Root Cause/Corrective Action steps initiated to address the defective condition and preventative measures taken to preclude recurrence of the process failure.</p>
Q – 8	<p>Counterfeit Goods Supplier shall implement an appropriate control plan to ensure that Goods furnished to Axxeum under this Contract are not Counterfeit Goods. Supplier's Plan shall include but is not limited to, the direct procurement of items from authorized suppliers, conducting approved testing or inspection to ensure the authenticity of items, and, when items are to be procured from non-authorized suppliers, obtaining from such non-authorized suppliers appropriate certificates of conformance that provide one or more of the following: (i) the suppliers original certificate of conformance for the item; (ii) sufficient records providing unbroken supply chain traceability throughout the supply chain; or (iii) test and inspection records demonstrating the item's authenticity.</p>



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Q – 8a	<p>Test Inspection When requested Supplier shall provide test specimen(s) for design approval, inspection/verification, investigation, or auditing. Test specimen(s) will be returned by Axxeum to the Supplier upon completion of inspection or audit process.</p>
Q-9	<p>Packaging & Identification The Supplier shall ensure that all items are legibly marked in accordance with the purchase order, engineering drawing or applicable specification requirements. Identification requirements may include the following as specified per the purchase order: part number and revision level; manufacturer's identification; lot or date code; shelf life, date of manufacturing, ASTM, AMS, Federal Specifications and quantity (if identifying the packaging). The following exceptions may apply:</p> <p style="margin-left: 40px;">a. Items too small or of a configuration or material prohibiting individual marking are packaged in suitable containers as stated above.</p>
Q-10	<p>Shelf Life Control applies and at a minimum supplier must supply: Storage requirements, Unless otherwise approved, shelf life expiration date (80% of life must remain), Lot no. / date code, MSDS specification and data sheet(s) Certificate of compliance.</p>
Q-11	<p>Conformity, Product Safety, and Ethical Behavior The Supplier shall ensure that all personnel assigned to this project are aware of:</p> <ul style="list-style-type: none"> - their contribution to product or service conformity; - their contribution to product safety; - the importance of ethical behavior.
Q-12	<p>Late Payment If any invoiced amount is not received by the company, by the mentioned due date, then without limiting company's rights, the following will be applicable:</p> <ul style="list-style-type: none"> a. Those charges may accrue late interest at 1.5% of the outstanding balance per week, or the maximum rate permitted by law, whichever is lower. b. Axxeum may condition future contract renewals/service renewals or suspend our services to the Supplier until such amount is paid in full.

#End-of-document