## **TERMS OF PURCHASE**

Aero-Hose, Corp. 1845 Town Center Blvd # 140 Orange Park, FL 32003

Aero-Hose Corp (AHC) shall provide to their supplier(s)/vendor(s) purchasing information to describe the product to be purchased, including where appropriate and/or required:

- 1. Requirements for approval of product, procedures, processes and equipment.
- 2. Any requirements for qualification of personnel where required.
- **3.** Quality management system requirements meeting AS9100, ISO-9100, ISO-9002, MIL-Q-9858, MIL-I-45208A. If Quality management system is other than those listed, written submission, evaluation & approval by AHC is required.
- **4.** The identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data; supplier(s)/vendor(s) must verify and use current revision industry documents unless otherwise stated by AHC.
- **5.** Requirements for test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, related instructions for acceptance by the organization and, as applicable, critical items including key characteristics.
- **6.** Requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing.

## 7. SPECIFIC REQUIREMENTS INCLUDE:

- Notify AHC of any non-conforming product(s) which have been supplied to or for AHC.
- Obtain AHC approval for non-conforming product(s) disposition on any material supplied to the supplier/vendor by AHC or non-conformances involving AHC materials supplied to the supplier/vendor.
- Notify AHC of changes in product and/or process, changes of sub-tier suppliers, changes of manufacturing facility location and, if required, obtain approval.
- Flow down to sub-tier supply chain any applicable requirements as specified by AHC or industry standard requirements.
- Retain required historical records to include records of products sold & shipped to or for AHC; records of product traceability from supplier(s)/vendor(s) and/or sub-tier supplier(s)/vendor(s) and all process and test records for assembly and/or acceptance of products supplied to or for AHC. Retention of records shall be 15 years minimum unless otherwise specified by AHC.
- Right of access by the organization, their 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.
- Suppliers and sub-tier suppliers accepting machining purchase/process orders for the machining of parts/components shall agree that, upon completion of final machining operations, to clean and/or flush the machined components to assure they are free of foreign or machining debris (FOD) and to take immediate preventative measures to safeguard and prevent foreign object entry to parts and components.
- Suppliers and sub-tier suppliers accepting purchase orders to supply AHC with parts and materials (in addition to machining parts/components) do so by agreeing those supplied parts and materials are free from any foreign materials/debris that could result in damage (FOD) or degradation to an end item. More information regarding FOD Prevention Programs may be found in the National Aerospace Standard NAS-412, Foreign Object Damage /Foreign Object Debris (FOD) Prevention.
- Items with shelf life limitations shall have a minimum of 85% shelf life remaining upon receipt at Aero-Hose, Corp.

## 8. COUNTERFEIT PARTS PREVENTION:

The definitions and rules of interpretation in this clause apply to the Order:

- "Suspect Counterfeit Supplies" means any Supplies that are suspected by testing, visual inspection or other information to be Counterfeit Supplies.
- "Counterfeit Supplies" means any material, component, part, assembly, sub-assembly, product and any other item forming part of the Supplies (together referred to as "Items" and separately as "Item") in which there is an indication by visual inspection, testing, or other information that it may be a copy or substitute made without legal right or authority or one whose material, performance, Identity or characteristics have been misrepresented by the Supplier, manufacturer or a supplier in the Supplier's supply chain.
- "Identity" means any information which relates to the properties or characteristics of the Supplies including but not limited to the original manufacturer or suppliers, trademarks or other intellectual property rights, part numbers, date codes, lot numbers, applied testing methods and results, inspections performed, documentation, warranties, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition, previous use and rejection.
- The Supplier warrants that Counterfeit Supplies shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.
- The Supplier warrants that only new, unused, authentic, genuine and legitimate Items shall form part of the Supplies supplied to the Purchaser.
- The Supplier may only purchase or source Items directly from Original Component Manufacturers ("OCM"), OCM authorized distributors or aftermarket manufacturers. Use, purchase or the sourcing of Items from non OCM distributors or brokers is not permitted unless first approved in writing by the Purchaser. The Supplier must present compelling support for its request to use such non OCM suppliers for the Purchaser's approval (including but not limited to OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all necessary actions it shall take to ensure those Items thus procured are new, unused, authentic, genuine and legitimate Items.
- The Supplier shall maintain a method of traceability that ensures tracking of the supply chain back to the manufacturer of all Items included in the Supplies being supplied. This traceability method shall clearly identify

the name and location of all supply chain intermediaries from the manufacturer to the direct source of each Item for the Supplier and shall include the manufacturer's batch identification for the Item such as but not limited to date codes, lot codes, serializations, or other batch identifications. Full supply chain traceability documentation includes but is not limited to OCM, Original Equipment Manufacturer ("OEM") and Supplier certificates of conformity, purchase orders and test/inspection data and/or certificates. The Order shall specify any such additional documentation (other than as specified in this condition) required by the Purchaser.

- If Counterfeit Supplies or Suspect Counterfeit Supplies are supplied or furnished under the Order such Supplies shall be impounded. The Supplier shall promptly replace such Supplies with Supplies acceptable to the Purchaser and the Supplier shall be liable for all costs relating to impoundment, removal and replacement. The Purchaser may notify and turn Counterfeit Supplies over to the relevant local or international Government authorities for investigation and the Purchaser reserves the right to withhold payment pending the results of such investigations.
- This condition applies in addition to any quality provision, Specification, Statement Of Work or other provision included in the Order addressing the authenticity of Supplies. To the extent that such provisions conflict with this condition, this condition shall prevail.
- The Supplier shall flow down these requirements contained in this condition to the Supplier's supply chain for any Items that are intended for supply to the Purchaser.
- The Supplier shall inform its employees, contractors, workers and any other third parties (and shall ensure that they shall inform their employees, contractors, workers and other third parties) engaged in the performance of work under the Order in writing prior to performance of work that there is a risk of criminal penalties associated with any falsification, concealment, fraud or misrepresentation in connection with work performed or Supplies provided under the Order.
- The Supplier shall notify the Purchaser as soon as it becomes aware of any Counterfeit Supplies or Suspected Counterfeit Supplies which arise in relation to any Supplies. Suppliers eligible for utilization of the Government-Industry Data Exchange Program ("GIDEP") shall utilize the GIDEP process to alert the industry to Counterfeit Supplies or Suspected Counterfeit Supplies.