



## **TERMS AND CONDITIONS**

By accepting this Purchase Order (PO) the supplier/vendor agrees to all terms and conditions listed here.

1. The Supplier/Vendor shall flow down all applicable requirements of the Purchase Order and these Terms and Conditions to its sub-tier suppliers/vendors in its supply chain.
2. The Supplier/Vendor shall, upon reasonable request by Berry Aviation, use customer-designated or approved sub-tier suppliers, including process sources (e.g., special processes). All applicable certificates to be sent with each shipment.
3. The Supplier/Vendor acknowledges Berry Aviation's right of access to its facilities, product, and/or related quality records at any time, by Berry Aviation, its customer, or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to Berry Aviation's products or contracts.
4. Berry Aviation reserves the right to monitor our external provider's performance including; Supplier Risk, Quality of product or service delivered and On time delivery of product or service.
5. Berry Aviation reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform at the external providers' premises
6. The Supplier is required to supply product that has a remaining shelf life of at least 75% of original life as of the date of shipment, unless prior approval for items under this requirement is authorized by Berry Aviation.
7. Berry Aviation requires that the External Provider shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
8. The Supplier shall notify Berry Aviation of any lack of clarity in a drawing or specification immediately upon becoming aware of it.
9. Berry Aviation reserves the right of final approval of product and services, methods processes and equipment, and the final release of products and services.
10. Berry Aviation requires that all special processes required by this purchase order must be performed by competent qualified personnel
11. The Supplier shall notify Berry Aviation of any changes in the manufacturing/service processes (including material changes) and, unless approved by Berry Aviation in writing, Berry Aviation shall be entitled without prejudice to any other remedy to reject such Product which has been subject to said changes.
12. The Supplier/Vendor to notify Berry Aviation immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. Berry Aviation reserves the right to approve such changes or incidents before work is allowed to proceed.
13. The Supplier shall maintain evidence of Berry Aviation's approval of supplier nonconforming product. The Supplier shall take action to determine the root cause(s) and eliminate such root cause(s) of non-conformities in order to prevent recurrence. Upon request, the Supplier shall provide evidence that corrective actions have been successfully implemented.
14. If non-conforming Product has been released to Berry Aviation then the Supplier must notify Berry Aviation within twenty-four (24) hours of becoming aware of such release and Berry Aviation shall be entitled without prejudice to any other remedy to reject such Product.

15. The Supplier/Vendor acknowledges it shall apply suitable corrective action when presented with Berry Aviation complaints or nonconformance reports.
16. The Supplier/Vendor shall establish and maintain Quality Records as evidence of conformity with the contractual requirements.
  - a. Records pertaining to the inspection, repair and test of Berry Aviation's products shall be retained for a minimum of two (2) years.
  - b. Records pertaining to the manufacture of Berry Aviation's products shall be retained for a minimum of five (5) years for non-critical parts and ten (10) years for critical parts. The supplier/vendor may provide complete records pertaining to the manufacture of the parts, to Berry Aviation in-lieu of this requirement.
17. Upon request, the Supplier shall provide its procedure(s) for controlling relevant Quality Records to Berry Aviation for review.
18. Berry Aviation requires that the supplier/vendor notifies Berry Aviation if there are any changes in their system, name, contact information, ownership or location.
19. Berry Aviation reserves the right to require and request evidence of External Providers ensuring that their personal are aware of their contribution to product or service conformity and their contribution to product safety.
20. The Supplier/Vendor shall comply with the Aerospace Industries Association of America (AIA) *Global Principles of Ethics in the Aerospace & Defense Industry*, available for review here: <http://asd-europe.org/business-ethics>