B&S ENTERPRISES

SUPPLIER TERMS & CONDITIONS

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- As Supplier to B&S Enterprises, it is understood that when accepting our purchase orders, your organization agrees to meet the following AS9100 stipulations/requirements. These requirements are to be considered Terms and Conditions to all purchase orders received. Any changes to these Terms and Conditions will be stated on the purchase order.
- 1. Where required the supplier shall use B&S Enterprises approved products, services, equipment, and special process sources.
- B&S Enterprises shall be contacted by the supplier prior to delivery of product or services that may be deemed as nonconforming. Arrangements for approval of supplier nonconforming product/material/services must be as directed by B&S Enterprises' authorized Manager.
- 3. The supplier shall notify B&S Enterprises of any changes to product, processes, supplier location or supplier's subcontractors and obtain approval from an authorized B&S Enterprises Manager when applicable.
- 4. B&S Enterprises, their customers, and regulatory authorities retain the right of access to all supplier/sub-tier supplier facilities, at any level of the supply chain, involved in the aerospace order and to all applicable documented information.
- 5. The AS9100 Standard requires that all applicable customer, regulatory or AS9100 to the latest revision requirements for the supplier must flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). B&S Enterprises must be notified if a sub-tier supplier is used in the production of the parts or service.
- 6. Supplier is aware of contribution to product and service conformity, contribution to product safety, and importance of ethical behavior throughout all processes.
- 7. B&S Enterprises performs inspection activities to ensure that purchased product meets production requirements. They may include:
 - a. Receiving inspections (of supplier products/services/documents) may be/are performed by a designated employee. B&S Enterprises verifies the authenticity to the appropriate certificate of conformity, material certificate, etc., and other accompanying documentation by review and comparison (as appropriate) to the drawing and/or industry specifications or by other means. When necessary, B&S Enterprises may inspect or audit at the supplier's facility.
 - b. Products are inspected to ensure they meet the requirements, and the results are recorded (as appropriate). All special processes where the compliance cannot be verified by inspections will require Certificate of Conformity.
- 8. When appropriate, B&S Enterprises may delegate the inspection authority to one of its approved suppliers. B&S Enterprises will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and will maintain a record of those approved to carry out such inspections.
- 9. When B&S Enterprises or its customer intends to perform verification at the supplier's premises, B&S Enterprises will first state the intended verification arrangements and the method of product release or service commencement/completion. This information

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will be communicated on the B&S Enterprises Purchase Order or via another acceptable purchasing agreement.

- 10. The B&S Enterprises' customer or customer's representative will be afforded the right to verify at the supplier's premises that the subcontracted product conforms to specified requirements. Verification by the customer is not used by B&S Enterprises as evidence of effective control of quality by the supplier and shall not absolve B&S Enterprises or its supplier of the responsibilities to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
- 11. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability, B&S Enterprises will institute controls that include the requirements of Material Certificates, Certificates of Conformity, and/or other supporting documentation of process capability and traceability to recognize standards. These requirements may be specified on B&S Enterprises Purchase Order, Scope of Requirements & Validation or may otherwise be communicated to the supplier.
- 12. Records are required to be retained for 10 years and are available for review by customer and regulatory authorities in accordance with contract or regulatory requirements.
- 13. B&S Enterprises expects 100% on time delivery. If the agreed upon delivery cannot be met, the appropriate B&S Enterprises Manager must be notified in advance. If B&S Enterprises annual supplier evaluation identities a supplier with an on-time delivery rate of 90% or less, a corrective Action will be issued.
- 14. B&S Enterprises may require specific actions where timely and/or effective corrective actions to a supplier issued are not achieved. These actions may include but are not limited to any or all of the following:
 - a. Withholding payment until the issue is resolved
 - b. Removal of supplier from Approved Suppliers List
 - c. Legal Actions
- 15. Unless otherwise indicated on purchase order, all materials must be Domestic/DFAR compliant as required.
- 16. Applicable requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act, concerning Conflict Minerals must be followed as required.
- 17. Unless otherwise indicated on purchase order, all processors must be, and/or use D1-4426 approved sources.
- Requirements will be met by B&S Enterprises suppliers when product or information subject to International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), or other applicable export control regulations as defined by our customer is flowed down.
- 19. To fulfill Purchase Order the Supplier must be NADCAP Certified for each special process specified. Certifications for NADCAP special processes listed must be submitted with each shipment and include the specification and revision level. Supplier must notify B&S Enterprises within 3 days of receiving information related to the suspension or disapproval of the supplier or sub-tier special process approval by their accreditation body.

Confidential Document