



# Aircraft Support & Services, Inc.

Parts, Sales and Services

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QUALITY FORM: QF-11

Page 1 of 1

EFFECTIVE DATE: 11/01/2008

REVISION: B

TITLE: TERMS AND CONDITIONS

**GENERAL REQUIREMENTS:** Unless otherwise specified in the purchase order, the following general requirements apply to the purchase.

**PROHIBITED PRACTICES:** Unauthorized repairs without ASAS's approval seller will not repair by welding, brazing, soldering, adhesive or by any method any parts nonconforming, damaged or found to be faulty during fabrication. Defects in castings or forgings will not be repaired by any method unless authorized by ASAS in writing.

**CHANGE IN APPROVED PROCESS, MATERIALS OR PROCEDURES:** Seller will not change any process, material or procedure without prior approval from ASAS.

**UNAUTHORIZED SUBMITTAL OF PRODUCTION PARTS:** When the purchase order requires acceptance of a first article, Seller will not submit parts from a production run for inspection prior to ASAS acceptance of such first article, unless authorized by ASAS in writing.

**IMPROPER RESUBMITTAL:** Articles rejected by ASAS, and subsequently resubmitted to ASAS will be clearly and properly identified as resubmitted articles. Seller's shipping document will contain a statement that articles are replacement or are reworked articles and also will refer to ASAS's rejection document.

**SUBTIERS:** The seller will not procure items or service from subtiers, unless such subtier is approved in advanced by ASAS in writing. The seller is required to flow down the requirements to all subtier to allow "Right of Access", to notify ASAS of any product/process changes, notification of nonconformance, and records retention requirements as called out in these terms and conditions

**RESPONSIBILITY FOR CONFORMANCE:** Neither surveillance, inspection and or tests made by ASAS or their representatives, at either the Seller's or ASAS's facility will relieve the seller of the responsibility to furnish items which conform to the requirements of the Purchase Order.

**DOCUMENTATION:** ASAS may refuse to accept items delivered under the Purchase Order if the seller fails to submit the certification, documentation, test data or reports as specified in the Purchase Order. Documentation includes source inspection record when source inspection is performed.

**LOT SAMPLING:** ASAS reserves the right to use an approved sample inspection plan for the acceptance or rejection of supplies. Final acceptance is at ASAS.

**CORRECTIVE ACTION REQUEST:** When a Quality problem exists, ASAS will request Corrective action from the seller. Such request require timely responses and will include the following information: analysis of the cause of the problem, statement of the action taken, and the effectivity of the action.

**NONCONFORMING MATERIAL CONTROL:** The seller will maintain an effective, documented system for control of nonconforming articles, which include identification, segregation, review and processing of nonconforming articles.

The seller will not accept nonconforming articles, other than Seller's proprietary products, unless authority to conduct Material Review activities has been granted by ASAS. Sellers of proprietary products will not conduct

Material Review action or discrepancies that will result in a departure from the requirements of ASAS or customer specifications.

Seller will submit nonconformance's to ASAS within two (2) working days, by phone from the date of the discovery and within seven (7) working days by letter.

**RIGHT OF ACCESS:** The seller will permit ASAS, ASAS's customer, and cognizant Government agencies to conduct such inspections and audits at supplier's facilities as may be required to verify compliance with ASAS Purchase Order requirements, such facilities and assistance may be reasonably required to accomplish these inspections and will be furnished by the seller without cost to ASAS or its customer.

**WARRANTY:** Seller expressly warrants that all work, including articles, material and designs, supplied by seller, will conform to the specifications, drawings, samples or other descriptions set forth in order or furnished by ASAS and will be good material and workmanship and free from defect. All work is subject to final inspection and acceptance at ASAS, it being understood that payment therefore shall not constitute acceptance. Any work which is found to be defective either before or after acceptance may be rejected and returned to seller at seller's risk and expense for repair or replacement. If seller cannot make the repair or replacement in the time required by ASAS to meet its delivery schedules it is ASAS's option to request a refund. If ASAS finds it impractical to return defective work for rework, repair or replacement within a reasonable time, it may perform necessary repairs and charge the reasonable cost therefore to seller. Any payments made on any rejected work shall be immediately refunded to ASAS.

**DELIVERY:** Should Seller fail to deliver material within the time specified, ASAS may terminate this order in whole or part and may buy elsewhere and charge Seller any additional expense incurred thereby. ASAS expressly retains all its rights and remedies provide by law in case of such a default, and no action on the part of ASAS shall constitute a waiver of any right or remedy. Seller shall not be liable by reason of any failure to deliver or delay in delivery due to any cause beyond Seller's reasonable control and without fault or negligence of ASAS.

**PACKING:** No charge will be allowed for packing, boxing, or cartage, unless agreed upon at the time of purchase, but damage to any material not packed to ensure proper protection will be charged to Seller. Each package must contain a memorandum showing Shipper's name, contents of package and purchase order number of ASAS.

**RECORD RETENTION:** Supplier will retain all records pertaining to this order for a period of 10 years. If the supplier cannot do this for any reason the supplier is to forward all records to ASAS.

**AS9120B:** Parts and Materials being sold or sourced to or by ASAS will meet 9120:2016 compliance including their contribution to product safety, product or service conformity, and ethical behavior.

**Counterfeit:** Materials Parts suspect or are counterfeit will be documented, quarantined and reported to proper authorities.