



SUPPLIER TERMS AND CONDITIONS

01. GENERAL: Every purchase order issued by ACCUTURN Manufacturing Co. includes any purchasing documentation incorporated herein by reference contains the entire agreement between the parties. Terms and Conditions set forth by this document are the only terms and conditions applicable hereto. Any attempt by Supplier (Seller) to supplement, modify, alter, revoke or amend these terms and conditions or any part of the purchase order shall not be effective unless specifically agreed to by ACCUTURN Manufacturing Co. in writing. The Supplier will ensure that persons are made held accountable for their contribution to products or services conformity, safety and ethical behavior.

02. WARRANTY of MATERIAL: Supplier warrants to ACCUTURN Manufacturing Co. and ACCUTURN Manufacturing Co. customers that all articles specified herein shall be free from material and workmanship defects and shall conform to the requirements of the purchase order. They shall be received subject to inspection and applicable tests. Rejected articles will be returned at Supplier's expense and adjustment made either by credit or replacement at ACCUTURN Manufacturing Co.'s discretion.

03. CHANGES: ACCUTURN Manufacturing Co. shall have the right to make changes subject to an equitable adjustment of the price. No modification of original purchase order shall be binding unless made by ACCUTURN Manufacturing Co. in writing.

04. DELIVERIES: Time and quantities expressly make the essence of the purchase order. Thus, ACCUTURN Manufacturing Co. reserves the right to terminate it, as to any or all articles, if shipment is not made as required. Supplier shall not be liable for delays due to causes beyond Supplier's control and without Supplier's fault.

05. FURNISHED MATERIALS and INFORMATION: All designs, tools, patterns, drawings or other information or materials supplied by ACCUTURN Manufacturing Co. to Supplier for use in manufacturing of the articles contracted for herein, shall remain property of ACCUTURN Manufacturing Co. and shall not be used in the manufacture, production or design of the articles for any other purchaser, nor for the manufacture or production of larger quantities than those specified. Supplier shall not disclose, nor make available, any such information or materials to any other party except with the expressed consent in writing from ACCUTURN Manufacturing Co. At the termination of the purchase order, such information or materials shall be disposed of as ACCUTURN Manufacturing Co. shall direct.

06. WARRANTY of INTELLECTUAL PROPERTY: By acceptance and in consideration of ACCUTURN's purchase order, Supplier warrants that the sale or use of any or all articles or materials delivered hereunder, will not infringe on any intellectual property rights, that Supplier will, at his own expense, defend any action, suit or claim in which such an infringement is alleged, and that Supplier will save ACCUTURN Manufacturing Co. and ACCUTURN Manufacturing Co.'s customers from any loss, damage or liability of any nature arising from any claim of such infringement.

07. PRICE: Price to be paid for the articles covered by the purchase order shall in no event exceed applicable maximum price, if any, established by the Government regulation, and any provision or condition of the purchase order which is in violation of any such regulation shall be of no effect.

08. COMPLIANCE with LAWS: In the performance of the work here under Supplier shall comply at all times, with all applicable State Federal and Local laws, rules and regulations. In accepting the purchase order, Supplier shall be deemed to represent that all articles will be or were purchased in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act as amended, and of regulations of the United States Department of Labor issued under section 14 thereof. Supplier shall insert a certificate on all invoices submitted in connection with the purchase order stating compliance with the above Fair Labor Standards Act of 1938 as amended.

09. LABOR DISPUTES: Whenever an actual or potential labor dispute is delaying or threatening to delay performance of the purchase order (issued by ACCUTURN), Supplier will immediately give notice thereof to ACCUTURN Manufacturing Co. Such notice shall include all relevant information with respect to such dispute including what steps are being taken to assure timely performance of the purchase order.

10. GOVERNMENT CONTRACTS: If the purchase order is a Government subcontract, any applicable provisions of the Federal Statutes and Regulations are mandatory under ACCUTURN Manufacturing Co. Contract shall be incorporated herein and become a part of discussed purchase order.

11. TERMINATION: ACCUTURN Manufacturing Co. may terminate the purchase order in whole, or in part, at any time by notice in writing. Upon receipt of such notice or at the time specified therein, the Supplier shall incur no further costs or shall terminate all orders and subcontracts given. Supplier will then deliver and ACCUTURN Manufacturing Co. will accept and pay at the purchase order price for all articles completed and ready for delivery in the final form and according to specifications. As to uncompleted articles, if the articles are for use by ACCUTURN Manufacturing Co. in fulfilling a contract that is subject to termination, settlement shall be made on the basis of and by analogy to the procedures provided by ACCUTURN Manufacturing Co. contract. Otherwise, settlement shall be made on the basis of and by analogy to the Government termination procedures. If a dispute shall arise as to any sum claimed by Supplier it shall be determined from an audit of the Supplier's books by certified public Accountant chosen by Supplier and acceptable to ACCUTURN Manufacturing Co.

12. ASSIGNMENT: The purchase order shall not be assigned by Supplier without consent in writing from ACCUTURN Manufacturing Co.

13. INSPECTION: (A) All articles in the purchase order shall be subject to inspection by ACCUTURN Manufacturing Co. before and after delivery. ACCUTURN Manufacturing Co. may require Supplier to replace rejected articles or may accept any articles that conform to Supplier's warranties and upon discovery of the non-conforming articles may reject or keep and rework any such articles. Cost of

rework, inspection, transportation, repacking and re-inspection by ACCUTURN Manufacturing Co. shall be at Supplier's expense. (B) All materials and articles to be used in performance of the United States Government contracts may be inspected and tested at all reasonable times and places, either before, during or after manufacture, by ACCUTURN Manufacturing Co. or by Government agency concerned at ACCUTURN Manufacturing Co. discretion. (C) If inspection and test are made on the premises of Supplier or Supplier's subcontractor, Supplier shall furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection and tests. The foregoing provisions of this Article are supplementary to and not in lieu of the provisions of (A) above. (D) Inspection or failure to inspect by ACCUTURN Manufacturing Co. does not relieve Supplier of liability to perform according to the terms of the purchase order.

14. GOVERNMENT SOURCE INSPECTION: If Supplier is informed that Government Source Inspection is required prior to shipment from Supplier's premises, Supplier must promptly (not later than 48 hours) notify and furnish a copy of the order to the Government representative who normally services Supplier's facilities so that appropriate planning can be accomplished. If a Government representative does not service Supplier's plant, Supplier must contact the nearest Army, Air Force, Navy or Defense Supply Agency inspection office. In the event the representative or office cannot be located, ACCUTURN Manufacturing Co. purchasing agent should be notified immediately.

15. PHYSICAL AND CHEMICAL ANALYSIS: When required, materials and articles shipped against discussed purchase order may need copies of the chemical and physical test results showing actual readings taken and conformance to applicable specifications. These documents must be identifiable to the items they represent and shall be included with each shipment.

16. AGE CONTROLS of PERISHABLE ITEMS: When required, materials and articles delivered under the purchase order shall contain: (A) date of manufacture, (B) expiration date, (C) batch or lot number. The remaining shelf life shall not be less than 80% of the total shelf life at the time of delivery. In addition, materials and

articles purchased under this provision shall include a copy of manufacturer's technical bulletin describing use and precautions if applicable.

17. NON-CONFORMITIES: Supplier must notify ACCUTURN Manufacturing Co. of the non-conforming articles and make arrangements for ACCUTURN Manufacturing Co. approval of the non-conformity.

18. CHANGES to PRODUCT and/or PROCESS: Supplier must notify ACCUTURN Manufacturing Co. of changes in material and/or process definition and where required obtain ACCUTURN Manufacturing Co. approval.

19. RIGHT OF ACCESS: Supplier must grant right of access by ACCUTURN Manufacturing Co., ACCUTURN Manufacturing Co.'s customers and regulatory authorities to all facilities involved in the purchase order and to all applicable records. TERMS and CONDITIONS REVISED 5/27/21.

20. FLOWDOWN REQUIREMENTS: Where required Supplier must flow down to the sub-tier suppliers' applicable requirements in the purchasing documentation including key characteristics as well as qualification of personnel that are used in the realization of materials being purchased.

21. RECORDS RETENTION: Supplier shall retain records specified by ACCUTURN's Purchasing Documentation for Flight Safety for period of 50 years and non-flight safety seven (7) years. Disposition after retention shall be done by shredding of hard copies and destruction of electronic devices as needed.

22. CERTIFICATE of COMPLIANCE: Supplier shall furnish a "Certificate of Compliance" with each shipment that assures full conformity with the quality assurance requirements, pertinent drawings and specifications and that inspection records and applicable test reports are on file at Supplier's or manufacturer's facility and are available for ACCUTURN Manufacturing Co. and Government agency review. This certificate shall be validated by authorized representative of Supplier's quality department.

23. CALBRATION: All Inspection Measuring & Test Equipment, including gages, used by the Supplier during both in-process and final inspection in order to make a

compliance evaluation shall be calibrated in accordance to the International Standard ISO 17025.

24. COUNTERFEIT PARTS: Plan, implement, and control processes appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to the customer. It is the requirement of all external sources to report suspect or validated counterfeit parts to ACCUTURN Manufacturing Co. in order that necessary investigation can commence to determine product impact, additional communication and necessary corrective actions.

25. AS9100D 8.4.3 requirements: Other requirements of AS9100D not specified above apply.

26. ITAR/EAR: Be aware of ITAR/EAR information (data, documentation, electronic media, etc.) that maybe associated with the PO. Your organization shall be registered with DDTTC and have an Export Management Compliance Program with applicable ITAR/EAR regulations and all applicable laws and regulations regarding export-controlled items.

END USE REQUIREMENTS:

27. PRATT & WHITNEY END USE: Products delivered on this purchase order are intended for Pratt and Whitney. Adherence is required to all applicable Pratt and Whitney requirements including UTC's ASQR-01 and PWA-QA-6088 latest revision. All sub-tier suppliers used in conjunction with this order must be Pratt and Whitney source-approved. Certifications must reflect all PWA specifications listed on the face of the order.

28. PWA MCL: Materials delivered on this purchase order require certification of testing to the applicable sections of the Pratt and Whitney Material Control Laboratory (MCL) Manual for laboratory control at source. The requirements of PWA 300 latest revision apply. LCS reports shall certify that parts and/or material have been controlled to P&W MCL Manual Section F-17. The requirements of CPW-100 latest revision apply. ALL of the supplier chain must be LCS & AS9100

Certified unless written approval is granted by PWA, Packing Slips thru the supplier chain must be sent with shipment of material.

29. PRATT & WHITNEY CANADA END USE: Products delivered on this purchase order are intended for Pratt and Whitney. Adherence to all applicable Pratt and Whitney requirements including SQOP01-01 latest revision is required. All sub-tier suppliers used in conjunction with this order must be Pratt and Whitney source-approved. Certifications must reflect all PWC specifications listed on the face of the order.

30. ROLLS ROYCE END USE: Products delivered/Processes performed on this purchase order are intended for Rolls Royce. Adherence to all applicable Rolls Royce requirements including RRES 9000 and SABRe latest revision are required. All sub-tier suppliers used in conjunction with this order must be Rolls Royce source-approved. Certifications must reflect all Rolls Royce specifications listed on the face of the order.

31. GKN END USE: Products delivered on this purchase order are intended for GKN Aerospace Corporation. Adherence to all applicable GKN Aerospace Corporation requirements including VAC's Specification SQAR 210 latest revision is required. All sub-tier suppliers used in conjunction with this order must be GKN Aerospace Corporation source-approved. Certifications must reflect all GKN specifications listed on the face of the order.

32. HONEYWELL END USE: Products delivered on this purchase order are intended for Honeywell. Adherence to all applicable Honeywell Engines and Systems requirements, including applicable Honeywell Supplemental Purchase Order Conditions (SPOCs) is required. All sub-tier suppliers used in conjunction with this order must be Honeywell source-approved. Certifications must reflect all Honeywell specifications listed on the face of the order.

33. LOCKHEED MARTIN, END USE: Products delivered on this purchase order are intended for Lockheed Martin Corporation. Adherence to all applicable Lockheed Martin Corporation requirements including QCS-001 latest revision is required. All sub-tier suppliers used in conjunction with this order must be Lockheed Martin

Corporation. source-approved. Certifications must reflect all Lockheed Martin specifications listed on the face of the order.

34. GE END USE: Products delivered on this purchase order are intended for General Electric Aircraft Engines. Adherence to all applicable General Electric Aircraft Engines requirements including S-400 and S-1000 latest revision is required. All sub-tier suppliers used in conjunction with this order must be General Electric Aircraft Engines source-approved. Certifications must reflect all GEAE specifications listed on the face of the order.

35. SIKORSKY, A LOCKHEED MARTIN COMPANY, END USE: Products delivered on this purchase order are intended for Sikorsky Aircraft. Adherence to all applicable Sikorsky Aircraft requirements including S2000 and SSQR-01 latest revision is required. All sub-tier suppliers used in conjunction with this order must be Sikorsky Aircraft source-approved. Certifications must reflect all Sikorsky specifications listed on the face of the order.

36. BOEING AEROSPACE & DEFENSE END USE: Products delivered on this purchase order are intended for Boeing Aerospace & Defense. Adherence to all applicable Boeing Aerospace & Defense requirements is required. All sub-tier suppliers used in conjunction with this order must be Boeing Aerospace & Defense source-approved. Certifications must reflect all BA&D specifications listed on the face of the order.

37. COLLIN'S AEROSPACE END USE: Products delivered on this purchase order are intended for Hamilton Sundstrand Adherence to all applicable Hamilton Sundstrand requirements including UTC's ASQR-01 latest revision is required. All sub-tier suppliers used in conjunction with this order must be Hamilton Sundstrand source-approved. Certifications must reflect all Hamilton Sundstrand specifications listed on the face of the order.

38. GBEB: Electric Boat Specification (EB 2678) – The Supplier (including their Sub-tier Supplier), performing work or services in accordance with this specification shall establish and maintain a Quality System ensuring the quality and adequacy of the item or service provided. Additionally, the Supplier (including their Sub-tier Supplier) is advised to incorporate and strictly follow a Fraud & Falsification and

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Malpractice Prevention Program in accordance with E.B. Specification 2678, Appendix B, and comply with local laws and Federal Regulations during performance of work in accordance with U.S. Code Title 18, Part I, CH47, Sec. 1001.

Questions or Concerns? Please contact suppliers@accuturnmfg.com or call us at 860-289-6355.
