



AS9100 Supplier Terms and Conditions Agreement

General: As a supplier to AKA it is understood that your organization agrees to meet the following stipulations / AS9100 requirements whenever an AKA Purchase Order specifies that the order is for an Aerospace application/job (or contains some similar Aerospace/AS9100 reference). These requirements are, therefore, to be considered as terms and conditions to all Aerospace purchases.

1. Where required on the AKA Purchase Order, its suppliers must use AKA's customer-approved special process sources.
2. AKA is to be contacted (by the supplier) in the event of nonconforming product/material. An arrangement for the approval of supplier nonconforming product/material must be as directed by AKA's authorized manager or designee.
3. Furthermore, the supplier is required to notify AKA of any proposed changes to a product and/or process and to obtain prior approval from an authorized AKA manager or designee (if applicable).
4. AKA, their customers, and regulatory authorities (FAA/EASA/DCMA) retain the right of access and inspection to all supplier facilities involved in the aerospace order and to all applicable records.
5. The AS9100 standard requires that all applicable customer/regulatory/FAA/EASA/DCMA/AS9100 requirements for the supplier to flow-down to sub-tier suppliers (includes requirements in the purchasing documents and key characteristics where required). However, AKA does not allow its aerospace suppliers to subcontract any product or process to a sub-tier supplier without AKA prior expressed written consent.
6. AKA performs inspection activities to ensure that purchased product meets purchase requirements. They may include: Receiving inspections (of supplier products / services / documents) may be / are performed by a designated employee. AKA verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications or by other means. When necessary, AKA may inspect or audit at the supplier's facility. Furthermore, products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded (as appropriate). All special processes (anodizing, heat treat etc.) where the compliance cannot be verified by inspections will require an 8130-3, or Certificate of Conformity.
7. When appropriate, AKA may delegate the inspection authority to one of its approved suppliers. AKA will communicate the inspection requirements (including approved monitoring and measurement equipment/methods) and AKA will maintain a record of those approved to carry out such inspections.
8. When AKA or its customer intends to perform verification at the supplier's premises; AKA will first state the intended verification arrangements and the method of product release. This information will be communicated on the AKA Purchase Order or via another acceptable purchasing arrangement.
9. Where specified in the contract, the AKA's customer or customer's representative will be afforded the right to verify at the supplier's premises and AKA's premises that subcontracted product conforms to specified requirements. Verification by the customer is not used by AKA as evidence of effective control of quality by the supplier and shall not absolve AKA or its supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.
10. To prevent the purchase of counterfeit or suspect/unapproved products and to ensure product identification and traceability (and for other reasons), AKA will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on AKA's Purchase Order or may otherwise be communicated to the supplier.
11. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirements and should otherwise be kept confidential.
12. AKA may also require specific actions where timely and/or effective corrective actions to a supplier issue(s) are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from AKA's Approved Supplier List, and legal actions. AKA requires all documents be retained for 10 years.
13. Subcontractors are to participate in a U.S. D.O.T. anti-drug and alcohol misuse prevention program as required per CFR part 120 subparts D, E, and F.