



MRO (AS9110) & MANUFACTURING (AS9100) TERMS AND CONDITIONS

AeroKool Aviation shall ensure the adequacy of requirements prior to their communication to the external provider. AeroKool shall communicate to external providers its requirements for:

- a. The processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions);
- b. The approval of:
 - Products and services;
 - Methods, processes, and equipment;
 - The release of products and services;
- c. Competence, including any required qualification of persons;
- d. The external providers' interactions with the organization;
- e. Control and monitoring of the external providers' performance to be applied by the organization;
- f. Verification or validation activities that the organization, or its customer, intends to perform at the external providers' premises;
- g. The need to:
 - Implement a quality management system;
 - Use customer-designated or approved external providers, including process sources (e.g., special processes);
 - Notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
 - Prevent the use of unapproved parts;
 - Notify AeroKool of changes to processes, products, or services, including changes of their external providers or facility location, and obtain AeroKool's approval;
 - Flow down applicable AeroKool requirements, to include customer requirements, to their external providers including;
 - Retain documented information, including retention periods and disposition requirements;
- h. The vendor or service provider shall allow access to AeroKool Aviation, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information;
- i. Ensuring that persons are aware of:
 - Their contribution to product or service conformity;
 - Their contribution to product safety;
 - The importance of ethical behavior;
- J. Specific authority and customer requirements;
- k. Format and content of the external provider's delivery documentation package;
- l. Conditions under which product malfunctions, defects, and unairworthy conditions have to be reported to the concerned stakeholders.

General: As a supplier to **AeroKool Aviation Corporation (AKA)** it is understood that your organization agrees to meet the following stipulations AS9100 / AS9110 requirements whenever an **AKA** Purchase Order specifies that the order is for an Aerospace application/job (or contains some similar Aerospace AS9100/AS9110 reference). These requirements are, therefore, to be considered as terms and conditions to all Aerospace purchases.

1. Where required on the **AKA** Purchase Order, suppliers must use **AKA's** customer-approved special process sources.
2. The supplier shall immediately notify **AKA** when it is discovered that nonconforming product/material has been shipped. 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/AS9110 standard requires that all applicable customer/regulatory/FAA/EASA/DCMA 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. If informed by AeroKool that purchases are for U.S. Military use, the following FAR clauses are flowed-down and incorporated per these Term & Conditions: 52.0223-4001; 52.203-1 thru -13; 52.209-6; 52.211-15; 52.222-4; 52.222-19; 52.222-21; 52.223-6; 52.225-13, -25; 52.242-13, -15; 52.245-1; 52.246-16; 252.203-7001; 252.209-7004; 252.223-7004.
12. Records are available for review by customers and regulatory authorities in accordance with contract or regulatory requirements and should otherwise be kept confidential.
13. **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: with holding payment until the issue is resolved, removal of the supplier from **AKA**'s Approved Supplier List, and legal actions. **AKA** requires all documents, relating to work performed for **AKA**, to be retained for 5 years. If informed by AeroKool that purchases are for U.S. Military use, 15 CFR 700.15 is incorporated per these Terms & Conditions.
14. Suppliers performing maintenance for **AKA** under 14 CFR 145 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.