

Unical Aviation Inc. Purchase Order Agreement

A-742-001

General Requirements

- A. All sellers shall have a quality system in place to meet the intent of one of the following quality standards, but not limited to, the ASA-100, ISO9001, and AS9120.
- B. Unical Aviation approved supplier status is valid for 3 years from the date of approval unless otherwise revoked and surrendered. Supplier initial approval and re-approval is dependent upon the receipt of the required documents, which includes correctly and satisfactorily completed desktop audit, which includes vendor Survey and quality accreditation certificates.
- C. Prior to shipment, Seller shall notify Buyer if non-conformance condition exists with the product and obtain approval for nonconforming product disposition. Seller shall evaluate each nonconformance for its potential to exist in previously produced or delivered products. If a nonconformance exists, Seller shall notify Buyer, in writing, within 24 hours.
- D. Seller shall have a procedure in place to prevent and mitigate the use of counterfeit parts. Buyer shall be notified if Seller becomes aware or suspects that is has furnished counterfeit work.
- E. Seller shall maintain a (FOD) Foreign Object Debris/Damage prevention program to control any damage/contamination of foreign objects into any item delivered under this purchase order.
- F. Seller shall notify Buyer of changes in processes, products, or services of the Seller, changes of manufacturing location, and where required, obtain organization approval.
- G. Seller shall flow down to the supply chain whether direct or sub-tier the applicable requirements of Buyer.
- H. Records of product origin, conformity, inspection records, testing reports and shipment shall be maintained for a minimum of 7 years, or as required by contract.
- I. Seller's documented quality system shall provide for the review of this PO to ensure that quality requirements are incorporated into manufacturing planning, and inspection and test instructions, as applicable, to assure compliance with this PO. Unless otherwise authorized by Buyer in writing, upon request by Buyer, Seller shall provide all Seller records, reports, specifications, drawings, inspection and test results and other documentation.
- J. Seller shall provide and obtain for Buyer, Buyer's customers, and appropriate regulatory agencies access to any and all facilities, including those facilities of Seller's subcontractors, where work on product is being performed or is scheduled to be performed under this Purchase Order. Buyer shall have the right to perform in-process inspection, audits, and system surveillance at Seller and Seller's subcontractors' facilities as part of verification of conformance to the requirements of this PO at no cost to Buyer.
- K. Seller shall ensure that Seller's personnel are competent and aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behavior
- L. Buyer monitors Seller's performance through Product Conformity and On Time Delivery. Seller shall maintain a 90% of higher to be maintained on Buyer's approved vendor list. A SCAR may be issued when Seller falls below 89%.
- M. Quantity variances and/or partial shipments are not permitted unless prior written authorization is received from the buyer.

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- N. All goods supplied shall be packaged to protect, marked, and shipped in accordance with industry best practice or utilizing standards such as MIL-STD-2073, ATA-300, ASTM D3951, or equivalent. All supplied goods will be returned to the Seller with Seller's shipping account for inspection if parts are received damaged or does not pass Buyer receiving inspection.
- O. Seller warrants that the products delivered hereunder will conform to specification or other applicable description specified by Buyer and will be free from all defects, fit and sufficient for the purposes for which they were intended. This warranty shall run to the Buyer, Buyer's customers, and end users of the articles covered by this purchase order.
- P. Seller shall use Buyer's approved method of shipment for the contract, which is stated on the Purchase Order from Buyer. Under no circumstances that Seller shall determine the method of shipment for the Buyer, unless approved by Buyer in writing. If the order is unable to be shipped under the approved method, Seller shall notify Buyer for Buyer to determine a different shipping method.
- Q. Where known, or where Seller is the design authority for the Technical Data, Goods, or Services that are subject to this agreement, Seller shall provide Buyer with the application Harmonized Tariff Schedule Number (HTS) code and/or Export Control Classification Number (ECCN).
- R. If this agreement requires either party to obtain government-approved export authorization to facilitate activities and obligations set forth under this agreement, the Parties shall mutually exercise reasonable efforts to support the preparation and management of the authorization in full compliance with applicable government regulations. The parties shall without delay respond to requests for supporting documentation, including clarifying questionnaires or any other requested information necessary to secure government authorization.
- S. As an international organization, Unical Aviation recognizes that inherent differences regarding laws, politics, economics and culture exists within each country we choose to conduct business with. We are committed to conduct our affairs in each country fairly and humanely. We expect this from all our suppliers as well.
- T. All Sellers to Unical are prohibited from engaging in corrupt practices such as bribery, extortion, espionage, fraud, and theft.

Non-Conformance

- A. Informal Notice: deterioration in quality performance is identified which has a limited effect on Unical internal processes. Information is provided to the seller to enable remedial action before issues deteriorates further. The seller is required to address the issues internally and provide feedback to the buyer Quality Assurance department. No formal document or defined method is required.
- B. Formal Notice: deterioration in quality performance is identified which has a significant effect on Unical internal processes. In most cases rejection for product quality will result in a formal correct action request. If Seller does not respond to Buyer's SCAR within 30 days of receipt of the nonconforming item(s), the Seller shall have deemed to have accepted responsibility for the identified nonconformance. Payment under this PO may be withheld pending receipt and approval of the SCAR by buyer Quality Assurance Department.
- C. Documented evidence to support and substantiate the action taken and its effectiveness.

Revisions to Quality System Certificates

A. Supplier shall ensure that copies of all renewed, revised, or updated quality system certificates are supplied to Unical Quality Assurance (quality@unical.com) within five (5) working days of the revision.

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Unical's Ethics Requirements

- A. All Sellers to Unical Aviation are expected to conduct their affairs in accordance with the following principles:
 - 1. Obedience to the law,
 - 2. Always acting in good faith,
 - 3. Maintaining an egalitarian workplace built on trust, mutual respect, integrity, and diversity,
 - 4. Communicating openly, respectfully, and effectively, and
 - 5. Constant consideration of the impact of our decisions on our stakeholders, both up and down the supply chain.
 - 6. Sellers must ensure consistency with Unical's values and principles throughout their operations and supply chains, adhering to laws that prohibit slavery and related practices. The use of forced labor, including prison, indentured, bonded labor, and modern slavery, is strictly prohibited.
 - 7. Child labor is forbidden, and Sellers must comply with relevant laws, employing workers meeting the minimum legal age requirements.
 - 8. Sellers are obligated to comply with wage and hour regulations in their respective places of operation.
 - 9. Applicable occupational health and safety standards must be met in facilities and operations.
- B. As an international organization, Unical Aviation recognizes that inherent differences with regards to law, politics, economics and culture exists within each country we chose to conduct business with. We are committed to conduct our affairs in each country fairly and humanely. We expect this from all our suppliers as well.
- C. All Sellers to Unical are prohibited from engaging in corrupt practices such as bribery, extortion, espionage, fraud, and theft.

Additional Awareness Requirements

- A. Sellers shall ensure that their employees are aware of:
 - a. Their contribution to product or service conformity,
 - b. Their contribution to product safety, and
 - c. Their contribution to the importance of ethical behavior.

Acceptance of any Unical Purchase Order constitutes acceptance of and a promise to adhere to the terms and conditions thus mentioned.

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