



## Terms & Conditions

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Page: 1 of 2

1. Where specified on ERG Aerospace Corporation's (ERG) purchase order(s), the supplier must meet ERG's requirement(s) and specification(s). In the event of nonconforming product/material, the supplier is to contact ERG immediately. Approval of a supplier nonconforming product/material must be obtained in writing from the ERG Project Engineer before shipment.
2. The supplier is required to notify ERG of any deviation(s) to agree upon product/service, or change of suppliers, or change of manufacturing location. A change must be authorized by written approval from the authorized ERG Project Engineer.
3. ERG, its suppliers, and regulatory authorities retain the right of access to all supplier facilities and applicable records. All process or material records required to provide traceability of all methods and materials used is retained for no less than 7 years from date of delivery.
4. ERG does not allow its suppliers to subcontract any product/service to a sub-tier supplier without ERG's expressed written consent. In approved circumstance where product/service are subcontracted, supplier shall ensure flow down of ERG's and/or end user's requirements.
5. ERG performs quality control incoming inspection activities to ensure that purchased product(s)/service(s) meet purchase requirements. A packing slip and certificate of conformance (CoC) with reference to ERG's Purchase Order Number must accompany each shipment. Material that is not in accordance with quality specifications will be rejected.
6. Suppliers are responsible for the conformance of all materials and services procured from every tier of their sub-suppliers and must ensure that the requirements of the purchase order/subcontract are in compliance. Documented evidence of sub-tier supplier control must be maintained and provided to ERG personnel if requested.
7. To prevent and mitigate the use of counterfeit parts, the supplier shall ensure that only authentic materials are used in deliverable product(s) to ERG. The supplier may only obtain materials from original manufacturers, manufacturer franchised distributors, or authorized aftermarket buyers. The use of material that was not obtained from these sources is not authorized, unless first approved in writing by ERG.
8. Supplier will ensure that employees and people working on its behalf are aware of their contribution to product safety. If there are concerns with respect to product safety, supplier will communicate them to ERG. If concerns are with supplier's premises during the manufacture of the product, supplier will notify its own employees of the concern and whenever possible, mitigate the concern.

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	<b>Terms &amp; Conditions</b>	Document No.:	Assy-002
		Revision-date:	180514
		Page:	2 of 2

9. Supplier will ensure that employees and people working on its behalf are aware of the importance of ethical behavior. Supplier must comply with the law, honor commitments, act in good faith, be accountable and avoid involvement in activities that may be perceived as a conflict-of-interest.. Supplier will take proper care to protect sensitive information, including confidential, proprietary and personal information.
  
10. During performance of this order, the Supplier Quality Control/Inspection System and Manufacturing processes are subject to review, verification, and analysis by the authorized government/customer representative(s).
  
11. ERG reserves the right to perform audits of a Supplier's facility for the purpose of determining capabilities with respect to quality and other aspects of manufacturing. Periodic audits may be made at the discretion of ERG to determine compliance with contractual requirements and to qualify and/or requalify for ERG's approved supplier list.
  
12. All information provided with this purchase order, project, and/or contract is proprietary information. No part of this information, without ERG's written authorization, shall be used for any purpose other than accomplishing order requirements.
  
13. By accepting this Purchase Order, you are agreeing to the aforementioned Terms and Conditions. ERG Aerospace Corporation's Terms and Conditions supersede any other supplier purchase conditions.