

# TERMS AND CONDITIONS

## **Q1 INSPECTION SYSTEM REQUIREMENTS**

The Seller shall provide and maintain a Quality system that complies with ISO 9001, AS9100, etc. Notwithstanding the provisions of this clause, the Seller is in NO way relieved of the final responsibility to furnish the product or services that are in conformance with other parts of the purchase order. The Seller is responsible for ensuring that all personnel involved with the fulfillment of the purchase order are competent and qualified in their job responsibilities.

## **Q2 MRB AUTHORITY**

Material Review Board authority is **NOT** authorized on this purchase order. The seller will notify Jaco Engineering of any nonconforming processes, products, or services and obtain the required approvals for disposition.

## **Q3 CHANGES**

The Seller shall notify the Buyer of any proposed changes in the Design, Fabrication Methods, or Processes previously approved by the Buyer and/or the Buyers customer and obtain WRITTEN approval of the changes from the Buyer and/or the Buyers customer. Changed articles shall be clearly identified and in a different manner from the previous articles. When a proprietary item is procured by the Buyer, the Seller shall notify the Buyer of changes.

## **Q4 RAW MATERIALS**

Raw materials shall be accompanied with Certifications, chemical and/or physical test results. The Seller shall certify to the specific requirements defined on the face of the purchase order.

## **Q5 RAW MATERIALS USED IN PURCHASED ARTICLES**

Results of tests performed on specimens or detailed analysis of Sellers acceptance test results on all raw materials that are required to satisfy specification requirements, and which are employed in the fabrication of articles purchased on a subcontract or purchase order agreement shall be made available to the Buyer upon request.

## **Q6 AGE CONTROL AND LIMITED LIFE PRODUCTS**

Seller must provide product with Minimum 75% remaining shelf life product upon Receipt.

## **Q7 IDENTIFICATION AND DATA RETRIEVAL**

Where and to the extent that traceability is a specific requirement, the Seller shall apply a unique identification to the individual product, material or batch. This identification data shall be recorded on and traceable to related Sellers records (See Seller Quality Records).

## **Q8 SELLER QUALITY RECORDS**

The Seller shall maintain suitable inspection and test records to serve as evidence of conformance with specified requirements. Such records shall be legible and traceable to the product involved. These records shall be maintained for a minimum period of fifteen (15) years from the date of final manufacture or as stated otherwise in the contract. After the retention period has expired, the Supplier will contact Jaco Engineering for disposition status and will either destroy the records or return them to Jaco Engineering as directed.

## **Q9 INSPECTION AND TEST CHARACTERISTICS**

The Seller shall inspect and/or test as applicable, all characteristics defined by the purchase order, applicable drawing/blueprint specifications, pertinent to the work that the Seller is responsible for performing.

## **Q10 RESUBMISSION OF NONCONFORMING ARTICLES OR MATERIALS**

Nonconforming articles and/or materials returned by the Buyer and subsequently resubmitted by the Seller shall bear adequate identification of such nonconformance, either on the articles, materials, or applicable Sellers records. The Seller shall provide evidence that the cause of the nonconformance has been corrected and that actions were taken to preclude any re-occurrence.

## **Q11 RIGHT OF ACCESS-BUYER QUALITY ASSURANCE ACTIVITY AT SOURCE**

The Buyer and its customers reserve the right to perform inspections and tests on all articles, materials, or services at all times and places. The Buyer and its customers also reserve the "RIGHT OF ENTRY", which will allow the supplier, customer or regulatory agency entrance into your facility to determine the Quality of the work/product, records, and/or materials at any place, including the plant of the subcontractor or any level of the supply chain.

## **Q12 GOVERNMENT SOURCE INSPECTION**

When the Government elects to perform inspections at the Sellers facility, the following statement must be applied to the purchase order:

"All work on this purchase order is subject to inspection and test by the Government at any time and place. The Government Quality Representative, who has been delegated NASA Quality Assurance functions on this procurement, shall be notified immediately upon the receipt of this order. The Government shall also be notified forty-eight (48) hours in advance of the time articles or materials are ready for inspection or test."

## **Q13 PROCUREMENTS OTHER THAN THOSE REQUIRING GOVERNMENT SOURCE**

For procurements, which do not require Government Source Inspection, the following requirement applies:  
"The Government has the right to inspect any or all of the work included in this order at the Sellers facility."

## **Q14 SCRAP ALLOWANCE**

Scrap allowance is 3% on furnished material. For the purpose of this contract, Material is defined as anything from Raw material (e.g. bar, plate stock, etc.), through completed end items.

## **Q15 FIRST ARTICLE AT SELLER ACTIVITY**

Seller shall perform a First Article inspection in accordance with the requirements set forth set forth in AS9102. Seller shall forward one (1) copy of the First Article Inspection Report to the Buyer.

## **Q16 CERTIFICATE OF CONFORMANCE**

Seller shall provide evidence that the processes requested in this Purchase order were performed by approved sources. The Seller shall maintain such evidence on file. Included with each shipment to the Buyer shall be a Certificate of Conformance indicating as a minimum the process description, process number, name and address of the process supplier, the purchase order and part number.

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## Q17 ACCEPTANCE TEST REPORTS

Include with each shipment a copy, signed by an authorized agent of the Seller, of the results of the lot or item acceptance test required by the applicable specification. Where quantitative limits are established by the specification, the report shall indicate the actual values obtained. Test reports shall include control identity (e.g. heat, lot, serial number, etc.) of the material/item tested. Seller is required to maintain inspection and test records as required by Contract/PO.

## Q18 SELLER ACKNOWLEDGEMENT AND WARRANTY

Seller hereby acknowledges that the parts/materials ordered on this Purchase Order/Contract

Are for incorporation into an aircraft or will be used in the manufacture of, or maintenance of an aircraft. Seller warrants and represents that all parts/materials delivered in accordance with this Contract/PO are of NEW manufacture and meet or exceed all specifications and requirements specified in this PO/Contract or referenced document.

## Q19 CONTROL IDENTIFICATION

Seller shall include on the shipping document (invoice/packing slip) and/or test report the control identity for material being shipped. When test reports are not required by the PO/Contract, the control identity shall be on the shipping document. The control identity is, as applicable, the manufacturing date, lot, batch number, heat or serial number. When multiple lots are included in one shipment, Seller shall separate and identify respective lots, and indicate each lot quantity.

## Q20 MATERIAL TRACEABILITY

Identification of each piece of material and each report is required by specification to provide traceability to heat, lot or batch number. Material Label Must be Identify by Date code, Lot code, origin of part and Certificate of Compliance

## Q21 HEAT, LOT, OR BATCH NUMBERS FOR REWORKED MATERIAL

Seller shall assign a new heat, lot or batch number to material reworked in accordance with instructions. Seller shall maintain records to show traceability to original material, indicating quantity reworked and subsequently returned to the Buyer. All reworked material shall be identified with only the new heat, lot, or batch number. Sellers shipping document shall indicate both the new and superseded heat, lot or batch number.

## Q22 CUSTOMER FURNISHED MATERIAL

This clause is for internal use only and is intended to identify materials and hardware items furnished by the customer at no charge to Jaco Engineering. Purchasing shall affix this clause to all **no charge** purchase orders used to track materials through the receiving and quality functions.

## Q23 TEST SAMPLES

The vendor is required to provide test specimens as requested for inspection, verification, investigation, or auditing.

## Q24 COUNTERFEIT PARTS

The vendor is required to have a process for the prevention of the use of counterfeit parts and flow down to subcontractors.

## Q25 TECHNICAL DATA

The Buyer is responsible for ensuring the Seller has access to all relevant technical data needed to provide conforming products, processes, and services. This technical data includes, but is not limited to, drawings, specifications, process requirements, and work instructions.

## Q26 EXTERNAL SOURCES

The Seller will use customer-designated or approved external providers and will ensure proper flow-down of all requirements, including customer requirements, to their external providers.

## Q27 AWARENESS

The Seller will ensure that all personnel are aware of their contribution to product and service conformity, product safety, and ethical behavior.

## Q28 DESIGN CONTROL

The Seller shall have a design and development control process that is able to provide records as requested. This includes reference to all special requirements, critical items and key characteristics.

## Q29 PACKAGING, DELIVERY, SHIPMENT

All goods shall be packed and shipped in accordance with instructions or specifications on Jaco Engineering purchase order. In the absence of any such instructions, Seller shall comply with best commercial practice to ensure safe arrival at destination at the lowest transportation cost. Time is of the essence on Jaco Engineering purchase order. If goods are not delivered or services provided by the date specified.

## Q30 CALIBRATION

All measuring tools and equipment designed to provide proof of acceptance and compliance to requirements, shall be calibrated in accordance with NIST requirements and proof of calibration kept on file at the seller's facility. Jaco Engineering reserves the right to request proof of calibration for test and inspection equipment at any time.

## Q31 SUPPLIER PERFORMANCE

Supplier performance criteria: On Time Delivery 90.0% and Quality Performance 98.0%

Based on the missed target for On-time delivery or Quality, Jaco Engineering will request you to provide us with a detailed action plan to bring your company's business system back to the established goals. This plan is to be sent to Jaco Engineering within 30 days of the receipt of this letter.

## Q32 DPAS RATINGS

Any contract that has a DPAS rating from the Government requires the flow down of all applicable quality requirements to all suppliers and sub-tier suppliers. The Seller will ensure that all requirements are flowed down to their suppliers.

## Q33 FOD REQUIREMENTS

The supplier is required to establish and maintain a FOD program in compliance with AS/EN/SJAC 9146 Foreign Object Damage (FOD) Prevention Program.