

ElevAero Ltd Purchasing Terms & Conditions for Supplier Quality Requirements

1. Scope

“ELEVAERO” and the term “supplier” shall mean the individual, partnership, or company identified on the purchase order. Except where prohibited by law, the terms and conditions of this purchase order will apply to ELEVAERO’s purchase of materials.

2. Changes

ELEVAERO may require changes to be made to this purchase order at any time. Any price and/or schedule adjustments will be mutually agreed upon. The Supplier’s performance of such changes shall not be delayed during any negotiations for adjustment.

3. Quality

Without limitation, all goods and services shall conform as to quality, quantity and description with the particulars and/or latest revision of specification contained in the purchase order and unless specifically agreed otherwise, all material(s) to be supplied as per the purchase order. The material(s) and/or services must be fit for purpose for which the material(s) and/or services of the same kind are commonly supplied or brought and for any other purpose that ELEVAERO specifies. They must be free from all defects. If samples are provided by the supplier for inspection/verification investigation or auditing the supplier must retain documented information. If samples are approved by ELEVAERO, then the goods or services shall not differ in any way, shape or specification to the said samples. The supplier shall implement and maintain a Quality Management System (QMS) in line with the relevant approval certifications held.

4. Business Continuity

The Supplier shall use commercially reasonable efforts to develop and maintain business continuity practices regarding contingency management to alleviate the effects of any business impacting events that may have an adverse effect on the supplier’s ability to perform its obligations under this purchase order. The business continuity plan shall contain as a minimum provision for risk and business impact analysis to include prevention/mitigation planning. The preceding will cover, but not be limited to (i) service documentation storage and protection (including but not limited, to storage of deliverable technical information, specification and other documentation, design documents, tools, process and fixtures, (ii) information systems security and redundancy, and (iii) demonstrating supplier’s ability to rapidly recover the loss of capability to deliver services and product

5. Counterfeit parts & prevention of suspected unapproved parts

The Supplier is expected to develop, implement and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit material. In addition, the supplier shall provide notification to recipients of counterfeit material(s) when warranted. If suspect or counterfeit material(s) are furnished under this purchase order or are found in any of the material delivered here under, such items will be quarantined and then ultimately be destroyed by ELEVAERO. The supplier shall promptly replace such counterfeit material(s) with material acceptable to ELEVAERO. The Supplier shall be fully liable for all associated costs.

To prevent suspected unapproved parts the supplier will ensure full product traceability between manufacturer and each distributor involved in the supply chain. Approved manufacturers release certification must be provided when required together with material and mill certificates and any relevant, intermediate supplier certificates.

6. On Time delivery

The Supplier will make delivery of material(s) on scheduled and agreed upon delivery date specified in this purchase order and/or meet the agreed milestones and/or completion dates.

7. Notification of change

The Supplier must notify ELEVAERO if the Supplier are (i) found to be non-compliant to ELEVAERO's specifications, (ii) Supplier is disapproved by a regulatory body or O.E.M. The Supplier must notify ELEVAERO in writing any non-conforming product prior to shipment. ELEVAERO reserves the right to (a) Accept the order (b) accept a portion of the order (c) reject the order in its entirety. The Supplier must notify ELEVAERO of any changes to their processes, materials or services including their external providers, locations.

8. Record retention requirement

(i) Quality records generated as results of performance to a buyer's issued purchase order, contract shall be maintained and preserves as legible for a period of seven (7) years, unless otherwise stated by our customer, and available for review by the buyer, customer or regulatory body. (ii) Additionally, distributors shall assure that they maintain quality assurance and inspection records these records will be made available upon request. These records shall include, but are not limited to, receiving, certificates of conformity, raw material mill certificates, test results, documented non-conformances and corrective actions, measuring and test equipment calibration documentation etc. (iii) After this retention period, ELEVAERO must be notified of the intent to dispose of any records and shall be given the opportunity for further retention at ELEVAERO premises. Raw material mill certificates must be maintained indefinitely.

9. Flow down of customer requirement

ELEVAERO reserves the right to flow down additional requirements to satisfy specific customer and or business requirements that apply.

Additional Terms & Conditions for AS9100 / AS9120 Supplier Quality Requirements

10. Right of Access

ELEVAERO will reserve the right to conduct surveillance visits to any of the suppliers to confirm that the supplier's quality systems meet that of ELEVAERO's requirements as well as any quality standards requirements applicable to (ISO/AS) latest revisions. Entry shall provide access to quality systems documentation and quality records as well as the ability to conduct audits and verify product and processes.

Note: Attendees of such surveillance visits may include 'Regulatory bodies', a representative of ELEVAERO or Customer representative.

11. Product Safety and Conformity

The Supplier is expected to develop, Implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety and conformity of their products and or services the supplier will ensure that the material will be free of foreign object debris.

12. Ethical behaviour

Suppliers acknowledge and agree that ELEVAERO require that the supplier maintain a high standard of ethical conduct in all its dealings with ELEVAERO. The Supplier, where requested, shall provide evidence of ethical behaviour not limited to anti-bribery, anti-child labour, anti-slavery and whistle blowing.