



**ASTRONICS LSI**  
**ADDITIONAL TERMS AND CONDITIONS/QUALITY PROVISIONS**

- A. TEST REPORTS. When specified on the face of this purchase order, chemical and physical test reports are required. Forward two (2) copies to Purchaser. One copy is to accompany each shipment included with packing slip. Seller agrees to furnish written reports regarding schedule compliance at the request of purchaser.
- B. GRATUITIES. If it is found that gratuities (in the form of entertainment, gifts or otherwise) are offered by the seller or any agent or representative of the seller, to any employee of the purchaser, with a view toward securing favorable treatment with respect to the awarding or the performing of an order, appropriate sanctions may be imposed against seller by purchaser in addition to any other rights and remedies provided by law.
- C. MATERIAL. Any material furnished by purchaser on other than a charge basis in connection with this order, shall be deemed as held by seller upon consignment and seller agrees to pay for all such materials applied by it or not otherwise satisfactorily accounted for. Material shall at all times be properly housed and maintained. Property shall not be moved without prior consent of Purchaser.
- D. CONCURRENT SPARES. The seller agrees to provide production capacity to assure concurrent delivery of reasonable amounts of spare parts, provided such spares are ordered in time to permit delivery concurrent with the material ordered therein.
- E. PRODUCT OR PROCESS CHANGES. Seller shall notify purchaser of any changes (major or minor) to the product configuration, materials, components, tools, suppliers, or manufacturing processes utilized in the fulfillment of this contract no later than 5 days prior to implementation of those changes. Depending on the nature of the proposed change, documentation of purchaser's approval may be required prior to implementation of those changes. Written notification is required for any changes to supplier's Quality Management System certification status, manufacturing location, management location, or ownership.
- F. HANDLING OF NONCONFORMING MATERIALS.
  - 1. Seller shall not have automatic approval to exercise material review authority.
    - a) Seller does not have material review board authority on non-conformances to purchaser's drawings or drawings supplied to purchaser by a prime contractor to whom purchaser is a subcontractor.
    - b) All nonconformance to drawings as defined in preceding paragraphs and nonconformance to purchaser's requirements which controls the form, fit and function shall be submitted to purchaser on the appropriate form for handling as dictated by contractual requirements. Under no circumstances shall nonconforming product be shipped without prior disposition and approval from the purchaser.
    - c) The supplier is responsible for reporting in writing to purchaser any quality escapes within 24 hours of occurrence. Notification must include a clear description of the nonconformance which includes as necessary, parts affected, customer and/or supplier part numbers, quantity, and date(s) delivered.



- G. RIGHT OF ACCESS. Purchaser, its customers and regulatory authorities have the right of access to suppliers and sub-tier supplier facilities at any level of the supply chain, and reserve the right to conduct inspection and/or surveillance of the suppliers' facilities, systems, procedures, products, and records. The supplier shall provide all necessary facilities, equipment, documentation and personnel required to perform any inspection at no additional cost to purchaser.
- H. DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM. This purchase order may be subject to a DPAS rating. If seller is contacted by purchaser prior to the completion of this order invoking this rating, seller shall be required to follow the provisions as called out in FAR52.211-14 and DPAS (15 CFR 700).
- I. SPECIAL PROCESSES. Wherever special processes are required in the performance of this contract, either by the supplier or by their sub-tier suppliers, prior approval by purchaser of the sources for these special processes may be required. Such requirements shall be indicated on the face of the purchase order.
- J. RECORDS RETENTION. All records pertaining to the fulfillment of this contract, including such records as manufacturing logs, material certifications, test results, traceability data, etc. shall be retained and accessible to purchaser for a minimum of thirty years. In lieu of this obligation, supplier shall deliver copies of all such records to the purchaser at the time of delivery of the product. Records must be written in the English language.
- K. FLOW DOWN. The applicable requirements of this contract shall be a flowed down to any supplier and its sub-tier suppliers used in the performance of this contract or purchase order.
- L. SHELF LIFE ITEMS. Unless otherwise stated on the face of a purchase order or in the associated Quality Clauses, age controlled material must have a minimum 12 months of usable shelf life remaining at time of receipt. Items having an initial shelf life of 12 months or less must have at least 75% of its useful life remaining at the time of receipt. Each shipment is to be identified with the date of manufacture or other date on which the shelf life period begins (month and year). At a minimum, this information must appear on the certificate of conformance.
- M. SAFETY DATA SHEETS (SDS). For products that require precautions during usage to ensure personal safety, the seller shall furnish corresponding SDS.
- N. CORRECTIVE ACTION. The seller shall take prompt action to correct assignable conditions which have resulted, or could result, in non-conforming products or services being offered purchaser for acceptance which do not conform to any of the following: (1) The quality assurance provisions of the item specification (2) Inspections and tests required by the contract or purchase order (3) Other inspections and tests required to substantiate product conformance. The seller shall respond to all purchaser's requests for corrective action, and provide results of assessment, satisfactory to purchaser's Quality Assurance, within the requested response period.
- O. CERTIFICATE OF CONFORMANCE. Each shipment shall be accompanied by one (1) legible and reproducible copy of a "Certificate of Conformance" that includes the Purchase Order number, part number, signature and title of the person authorizing release of the product assuring that the items delivered were produced in accordance with, and conform in all respects with the contractual requirements including specifications, drawings, marking requirements, physical item identification, and performance characteristics where applicable.



Where applicable, lot number, shelf life, date of manufacture, and expiration information must appear on the certificate of conformance. When the parts are serialized, serial numbers shall be included on the certification.

- P. ELECTROSTATIC DISCHARGE DAMAGE (ESD) PROTECTION. Components and assemblies that are susceptible to electrostatic discharge damage shall be handled and packaged to prevent ESD damage. All units which contain ESD sensitive devices shall be wrapped in a static shielding barrier in direct contact with and fully surrounding the unit. Container shall be marked as containing ESD sensitive devices.
- Q. TRACEABILITY. Seller is required to record and maintain traceability data for all components and assemblies delivered to Purchaser. Serial numbers, batch numbers, manufacture history, and delivery data must be available and accessible when requested by purchaser.
- R. SPECIALTY METALS. Pursuant to DFARS 252.225-7014, specialty metals incorporated in articles delivered in the performance of this contract must be: (1) melted in the United States, its possessions or Puerto Rico; (2) melted in a "qualifying country" as defined in DFARS 225.872-1; or, (3) incorporated in an article manufactured in a "qualifying country".
- S. PRODUCT OBSOLESCENCE. Supplier shall notify Purchaser of any pending or contemplated future action to discontinue item(s) purchased pursuant to this Purchase Order and/or Contract and shall allow Purchaser to submit a forecast of expected usage. Supplier shall provide Purchaser with a "Last Time Buy Notice" immediately upon the supplier's realization of the supplier's decision to discontinue the item(s). Supplier shall extend the opportunity to Purchaser to place last time buys of item(s) with subsequent deliveries as agreed to by the supplier and Purchaser.
- T. AWARENESS. All personnel involved in producing products or services associated with this purchase order are to be made aware of their contribution to product or service conformity, their contribution to product safety and to the importance of ethical behavior.
- U. COMPETENCY. The seller shall maintain a competent workforce and retain records of all applicable training and qualification.
- V. VENDORS OUTSIDE USA (If Purchaser is located in USA). The seller shall comply with all United States regulations with regards to goods, intellectual property, technical data, and services.
- W. VENDORS OUTSIDE CANADA (If Purchaser is located in CANADA). The seller shall comply with all Canadian trade regulations with regards to goods, intellectual property, technical data, and services.
- X. CANADIAN CONTROLLED GOODS PROGRAM. Vendors must be registered under the Canadian Controlled Goods program (CGP) in order to supply equipment, data, or services for equipment identified in the CGP. Canadian CGP registered vendors are exempt from ITAR to the limits of the Canadian exemption.
- Y. Government Property. Supplier shall comply with all of the requirements of FAR 52.245-1, and shall flow requirement for compliance to all sub-tier suppliers.



Z. GOVERNMENT CONTRACT PROVISIONS. When the materials or products furnished are for use in a U.S. government prime contract or subcontract, in addition to the General Provisions, the following provisions apply, as required by the terms of the prime contract or by law or regulation. In the event of a conflict between these DFAR provisions and the General Provisions, the DFAR provision shall take precedence. Supplier shall comply with all of the requirements and shall flow requirement for compliance to all sub-tier suppliers.

- DFARS 252.204-7012 – Safeguarding Covered Defense Information and Cyber Incident Reporting
- DFARS 252.204-7020 – NIST SP 800-171DoD Assessment Requirements
- DFARS 252.225-7007 - Prohibition on Acquisition of Certain Items from Chinese Military Companies
- DFARS 252.225-7009 - Restriction on Acquisition of Certain Articles Containing Specialty Metals
- DFARS 252.225-7052 - Restriction on the Acquisition of Certain Magnets, Tantalum, and Tungsten

AA. COMMERCIAL CONTRACT PROVISIONS. When the materials or products furnished are for use in a commercial prime contract or subcontract, in addition to the General Provisions, the following provisions apply, as required by the terms of the prime contract or by law or regulation. In the event of a conflict between these provisions and the General Provisions, the provision shall take precedence. Supplier shall comply with all of the requirements and shall flow requirement for compliance to all sub-tier suppliers.

- A1015 – Airbus Security Requirements for Supplier

BB. Foreign Object Debris (FOD) Prevention Program. The supplier shall establish a process to detect and prevent Foreign Object Debris (FOD). This should be based on MIL-STD-980, NAS412, or AS9146. As a minimum the process shall include:

- FOD process review
- Training of FOD practices
- Tool / hardware accountability
- Lost items search and documentation process
- Physical entry control into FOD critical areas
- Inspection for foreign objects prior to closing apertures and compartments during assembly

FOD will not be accepted on our product. Any FOD that has entered or migrated into or onto our product and was not removed, cleaned or eliminated and was detected on the product you provided will be rejected. As applicable the following is an example of Foreign Object Debris that will not be accepted on our product: insert/HELICOIL tang fragments, metal/aluminum filings/shavings/particles, dirt, dust, fibers, hair, splatter, solder balls, flux, component lead ends, wire or sleeve clippings, oils, lotions, adhesives, tape fragments/residue. The "Clean As You Go" is the practice of inspecting, detecting and cleaning the product at appropriate intervals to eliminate FOD. This includes visible and non-visible areas such as holes, threaded or non-threaded holes, ports, crevices, cavities, grooves, slots and painted, primed, coated or any surface treatment.



CC. First Article Inspection (FAI). An FAI is required for product manufactured in accordance with Astronics LSI design specifications & drawings when:

- Supplying a new part.
- A new revision to an existing part.
- A change in manufacturing source(s), process (es), inspection method(s), location of manufacture, tooling or materials that can potentially affect the form, fit, or function.
- A change in numerical control program or translation to another media that can potentially affect the form, fit, or function.
- A natural or man-made event which may affect the manufacturing process.
- A lapse in production for two years or as specified by Astronics.

NOTE: FAI data shall be supplied on an AS9102 form or equivalent and include copies of all material and process certificates of compliance.

DD. Hidden Defects. - The buyer has the right to inspect the goods when they are delivered. If the buyer does reject the goods after inspection, they must return the rejected goods to the seller at the seller's expense and risk. If goods are rejected, the seller has the option to either repair or replace them, or refund the price paid by the buyer for those goods. The buyer's inspection and rejection rights do not apply to hidden defects that are not apparent upon reasonable inspection at delivery. For hidden defects discovered later, the buyer must still notify the seller in writing within a reasonable timeframe after discovery. For hidden defects, the seller's liability is limited to repair, replacement or refund as the sole remedies.