



PURCHASE ORDER TERMS AND CONDITIONS
5/25/2018

ISO9001, AS9110, Nadcap NDT, FAA Repair Station VP5R283N, EASA, CAAC
273 Chapel Road, South Windsor, CT 06074-4165 USA – Phone: 1 860.289.6041 – Fax: 1 860.289.0561

1. Submission of Invoices. Two copies of Seller's invoice, showing prices charged, purchase order number and inventory number of material must be made and submitted to Buyer in accordance with directions on the face of this purchase order.

2. Price Terms.

a. Discounts. All cash discount periods shall be computed from the date of receipt by Buyer of a correct invoice(s) or the material, whichever is later. Cash discounts will be based on full amount of invoice less any incidental charges stated on and agreed to in advance by Buyer.

b. Extra Charges, Invoices and Payment. No extra charges of any kind will be allowed unless specifically agreed to in writing by Buyer. No invoices shall be issued nor payment made prior to delivery of material to Buyer. All payments are subject to adjustment for rejection.

3. Transportation Arrangements. All material shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and no additional charge shall be made to the Buyer therefore unless otherwise agreed to by Buyer. Substitutions will not be accepted. Delivery shall not be complete until material has actually been delivered to and accepted by Buyer. The risk of loss or damage in transit shall be upon Seller.

4. Marking of Packages. Unless otherwise specified herein, Seller shall properly mark each package with Buyer's order number. Purchase order numbers shall be shown on packing slips, bills of lading and invoices.

5. Packing Slips. One copy of Seller's packing slip must accompany each shipment.

6. Incidental Services. No charge shall be made by Seller for packing, drayage or storage, unless otherwise agreed to by Buyer.

7. Notice of Changes in Shipping Schedule. Seller agrees to notify Buyer immediately when unable to ship on date specified on this purchase order.

8. Written Modification. No agreement or other understanding in any way modifying the conditions of this purchase order will be binding upon the Buyer unless made in writing and signed by **an** authorized representative of the Buyer.

9. Delivery. Delivery shall be made both in full quantities and at times specified, strictly in accordance with Buyer's delivery schedule. If Seller's deliveries fail to meet such schedule, Buyer, without limiting its other remedies, may either (i) cancel this purchase order without liability to Seller or (ii) direct expedited routing and the difference between the expedited routing, and the purchase order routing costs shall be paid by Seller. Material fabricated beyond Buyer's release is at Seller's risk. Unless otherwise agreed to by Buyer, no deliveries shall be made in advance of Buyer's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence; provided, however, that when the Seller has reason to believe that deliveries will

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not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Buyer. If Seller's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and subcontractor, and without the fault or negligence of either of them, and the supplies or services to be furnished were not obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule. **Further to this, if for any reason the work or the product thereof has been deemed as non-conforming, the Seller must notify Representatives of the Buyer to obtain approval and/or disposition instructions.** Representatives of Buyer shall at all reasonable times have access to Seller's plant for the purpose of assuring delivery in accordance with the schedule.

10. Warranty. Seller expressly warrants that all material and work covered by this purchase order will conform to the specifications, drawings, samples or other descriptions furnished or specified by Buyer, and will be merchandisable, of good material and workmanship and free from defects. Seller expressly warrants that all the material covered by this purchase order which is the product of Seller, or is in accordance with Seller's specifications, will be fit and sufficient for the purpose intended. Seller shall hold Buyer harmless from, and indemnify Buyer for, any costs, expenses and damages, whether direct, indirect, incidental or consequential, arising from a breach of these warranties.

11. Inspection. All material and/or workmanship furnished in the performance of this purchase order shall be subject to inspection and test by the Buyer, the Buyer's customer, or regulatory agencies under whose jurisdiction the buyer operates at all times and places necessary to determine and verify the quality of work and associated work records. Both the Buyer and its authorized representatives shall have the right to reject any articles found to be defective material workmanship or to require their replacement or correction. Defective material or material not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Payment for material under this purchase order prior to inspection shall not constitute acceptance thereof.

12. Taxes. State sales and use taxes shall not be included on invoices unless so stated on Buyer's purchase order.

13. Prices. The Seller hereby certifies that the prices charged or quoted herein are no higher than those charged or quoted to others for the same, or substantially similar, materials in similar quantities. Unless otherwise specified herein, the stated prices include all charges for packing, hauling, storage and transportation to point of delivery. Seller will pay all delivery charges in excess of delivery charges, if any Buyer has agreed to pay. Seller agrees that any price reduction made with respect to the material covered hereby subsequent to its shipment to Buyer but prior to payment will be applicable to this purchase order.

14. Acknowledgment of Purchase Order. If this purchase order results from Seller's having acknowledged Buyer's request for quotation (proposal), then this purchase order will be considered Buyer's acceptance of Seller's offer subject to the terms hereof, or if Buyer did not issue a request for quotation (proposal), this purchase order is Buyer's offer to Seller to remain outstanding for ten (10) days from

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date of receipt and when accepted by the acknowledgment copy (if attached hereto) or by performance in whole or in part, shall become a binding contract subject to the terms hereof. Any reference in this purchase order to Seller's quotation (proposal) by number or title shall be for administrative purposes only unless specified to the contrary and does not imply acceptance of any terms and conditions in such quotation. Notwithstanding any provision of law to the contrary, any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this purchase order are excluded. The acknowledgment copy must be executed by an officer or other duly authorized employee of the Seller. Failure to return the acknowledgment copy promptly (if attached hereto) may result in delay in payment of the invoice against this purchase order.

15. Cancellation. In addition to any remedies provided by law, Buyer shall have the right to cancel this purchase order or any portion hereof without liability if Seller becomes insolvent or commits an act of bankruptcy. Similarly, upon any default or breach of this purchase order by Seller, Buyer, in addition to other remedies provided by law, may cancel this purchase order or any portion hereof without liability and, at its option, require Seller to transfer to Buyer all materials, work in process, completed supplies, tooling, plans, and specifications allocable to the canceled portion of this purchase order, and Buyer shall pay Seller the fair value of such items.

16. Waiver of Breach. No waiver by Buyer of a breach by Seller of any provision of this purchase order shall constitute a waiver of any other breach of such provision.

17. Assignment. Neither this purchase order nor any rights or obligations herein may be assigned by Seller nor may Seller delegate the performance of any of its duties hereunder without, in either case, Buyer's prior written consent. This includes but is not limited to changes to product in the case of a replacement item or changes in the process specification.

18. Patent Indemnification. Seller shall indemnify and save harmless Buyer, its customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any material supplied under this purchase order infringe any patent or patent rights, and Seller shall, when notified defend any action or claim of infringement at its own expense.

19. Setoff Rights. Buyer shall be entitled to set off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this purchase order.

20. Governing Law. Purchase orders shall be governed by and construed in accordance with the laws of the State of Connecticut

21. Services performed. When performing overhaul & repair services for TWIN MRO, work must be performed to the TWIN MRO purchase order instructions and any and all approved technical data addressed within the pertinent purchase order instructions. All maintenance performed must be found acceptable by our receiving inspection group and in those cases where the service has been deemed un-

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acceptable, corrective actions will be generated using the form TMC-509 and these must be completed within the allotted time frame so identified on the form or in special cases, that time frame agreed upon by both parties. All of the suppliers measuring and test equipment must be calibrated per the industry standard and thus be traceable to the N.I.S.T.(National Institute of Standards and Technology) Failure to comply with these requirements could lead to possible suspension as an approved service provider to TWIN MRO or the removal from the TWIN MRO Approved Vendor Listing altogether. Further to this, an evaluation of all work in progress should be initiated for the particular non-conformance cited and if corrective actions so initiated by the respective vendor have proven ineffective, then suspension of the respective vendor or termination altogether can ensue.

22. Intellectual Property & Data Protection Plan. Seller will provide a copy of a high level, auditable data protection procedure that demonstrates how all data provided by TWIN MRO (both TWIN MRO data and TWIN MRO customer data) are protected and used only for quotation and subcontracted services requested on our purchase order.

23. Right of Access. The Seller will allow, at a reasonable time as agreed upon by both the Seller and the Buyer, the right of access by the organization, their customer and regulatory authorities to the applicable area of all facilities involved in the services being requested in the purchase order and to all applicable records.

24. Records. All records, in the case of maintenance routers, operation sheets, certifications, lab reports, etc... will be retained and handled per the current regulatory requirements at the time of the service.

25. Export Control. The Seller shall comply with all applicable United States Export Control Regulations, including, but not limited to the Export Administration Regulations(EAR) and International Traffic in Arms Regulations(ITAR).

26. Lot Traceability. The supplier must maintain lot traceability throughout manufacturing, test and inspection as applicable by the purchase order requirements.

27. Non-conforming product or processes. The supplier must notify TWIN MRO of any non-conforming processes, products or services and obtain TWIN MRO's approval for their disposition. Further to this, the supplier must not use any unapproved parts in the performance of the purchase order instructions.

28. Notification of changes. The supplier must notify TWIN MRO of changes to processes, products, or services, include changes of their external providers or location of manufacture and with this obtain TWIN MRO's approval.