

# Terms and Conditions

## AS9100 Supplier Terms and Conditions



### 1. General:

#### 1.1 These Terms and Conditions apply:

1.1.1 To all Purchase Orders that refer to these AS9100 Terms and Condition, and

1.1.2 In addition to all other requirements as identified and accepted on individual purchase orders and releases;

1.2 By accepting this Purchase Order as a supplier of AW Bell you agree to comply with the terms and conditions listed below with respect to any product or service provided to AW Bell.

1.3 The supplier shall, upon reasonable request by AW Bell, use AW Bell designated or approved external provider, including process sources and needs to flow down applicable requirements;

1.4 Seller shall notify Buyer, in writing, when any key characteristic, Interchangeable-Replaceable features, Fatigue/Fracture Critical features, Fatigue/Durability Critical features or changes affecting form, fit or function are to be subcontracted;

1.5 Special Processes - Supplier must control and periodically validate sub-tier supplier processes/ system controls. Supplier must provide a plan for controlling all special processes whether performed by Supplier or subcontracted to sub-tier suppliers.

1.6 A rating system based on buyer appraisal of supplier is used to provide performance feedback. The appraisal criteria include:

- Delivery in full and on time;
- Quality;
- Cost;
- Technical Capabilities;
- Responsiveness;

When the supplier performance feedback fall below expectation the supplier will be contacted and an improvement plan need to be implemented.

### 2. Quality:

2.1 Quality Management System implementation as ISO9001, AS9100 or special accreditation like NATA or Nadcap for special processes is required for these T&C;

2.2 The seller shall notify AW Bell of nonconforming processes, products, or services and obtain approval for their disposition;

2.3 If non-conforming product has been release to AW Bell, the supplier must notify AW Bell when becoming aware of such release;

2.4 The supplier shall notify AW Bell of any changes to processes, products or services, including changes to their external providers or location of manufacturing and obtain AW Bell approval prior delivery. If no approval is granted AW Bell will reject products subject to unauthorised changes.

- 2.5 The supplier shall retain documented information as evidence of conformity with contractual requirements and to demonstrate effective operation of supplier quality management system, including retention period and disposition requirements of these documents.
- 2.6 All records related to process and service including testing and inspection need to be maintained for a minimum of seven years or otherwise instructed and made available upon request.
- 2.7 On request supplier shall provide its procedure(s), inspection instruction and other relevant documentation for controlling relevant product requirements, to AW Bell for review.
- 2.8 On request the supplier shall provide evidence to demonstrate that their personnel are aware of:
  - 2.8.1 Their contribution to product conformity;
  - 2.8.2 Their contribution to product safety;
  - 2.8.3 The importance of competency, qualification and ethical behaviour.

### 3. Access, audit and inspection

- 3.1 The supplier shall provide or obtain for Buyer, Buyer's Customers and regulatory agency personnel, access to any and all facilities, including those facilities of Seller's subcontractors, where work is being done or is scheduled to be performed.
- 3.2 The supplier shall provide test specimen when requested for approval, inspection/verification, investigation or audit;
- 3.3 All products under the Purchase order are subject to in-process quality surveillance by AW Bell its customer and regulatory authorities. AW Bell is entitled to audit the Supplier quality management system.
- 3.4 Supplier shall provide First Article Inspection documentation to AS9102 standard when required. Seller shall notify Buyer point of contact as to upcoming FAI efforts prior to beginning the FAI so the Buyer may make arrangements for appropriate A.W. Bell personnel to witness the inspection at Buyers discretion. The supplier must carry out a FAI before supplying a product to AW Bell in case of:
  - 3.4.1 Changes to process;
  - 3.4.2 Movement of machines or facilities;
  - 3.4.3 If supplier has not delivered a product to AW Bell for a period of more than two years;
- 3.5 Supplier shall prepare a traceable Certificate of Conformance (CofC) stating that items procured under individual purchase orders meet all applicable requirements.

### 4. Counterfeit Material or Parts and Foreign Object Debris/Damage

- 4.1 The supplier shall prevent the use of counterfeit material or parts using AS6174 as a guidance;
- 4.2 The supplier shall as soon as practicable notify AW Bell if the supplier become aware or suspects that it has acquired Counterfeit Material. When requested, the supplier shall provide documentation that authenticates traceability of the affected material to the organisation that is the originating source for the production of legitimate material or product.

- 4.3 In the event that delivered material constitute or include Counterfeit Material or parts the supplier shall, at his expense replace such Counterfeit Material with genuine material or parts. The supplier shall be liable for all costs relating to removal and replacement of Counterfeit material or parts.
- 4.4 The supplier shall maintain a Foreign Object Debris/Damage (FOD) prevention program using AS9146 as guidance.

## 5. Ethics and Compliance

- 5.1 The supplier is expected to provide its employees and its business partners with access to adequate reporting channels to raise legal or ethical issues or concerns, including, without limitation, reports of a violation of its Code of Conduct by the supplier or the supplier's business partners, without fear of retaliation, including opportunities for anonymous reporting. In the event that the supplier becomes aware of misconduct related to AW Bell business undertaken by any AW Bell employee, any of the supplier's employees, or any employees of the supplier's business partners, we expect the supplier to promptly notify AW Bell. AW Bell's Ethics & Compliance department may be contacted at: [report\\_ethics@awbell.com.au](mailto:report_ethics@awbell.com.au).