

EXPRESS METAL AEROSPACE, INC. PURCHASE ORDER TERMS AND CONDITIONS

THE FOLLOWING GENERAL TERMS AND CONDITIONS (GTC) APPLY TO ALL EMA PURCHASE ORDERS AND CONTRACTS, UNLESS OTHERWISE NOTED. SPECIFIC EMA QUALITY REQUIREMENTS (EMAQR) CLAUSES APPLY WHEN NOTED ON THE PO.		Date Revision: 4/1/08 Rev. H
GTC	RIGHT OF ENTRY. The buyer and buyers customer, and their customers, or any applicable regulatory agency will have the right to enter the sellers facility to perform inspection or ensure compliance to the contract.	
GTC	ACCEPTANCE of this order, or the initiating of any process, or the furnishing of any product, or the acceptance of payment, constitutes unconditional acceptance by the seller. Supplier shall flow down to sub-tier suppliers the applicable requirements in the PO. Price as stated on this order covers all goods and services to be provided by the seller as specified in the order. These prices also cover all charges for packaging, containers, and transportation, unless specifically depicted otherwise on the face of the order. Positive FOD control processes shall be implemented.	
GTC	AMENDMENTS to this order, or EMA terms and conditions shall be set forth in writing, via purchase order change notice, and /or revisions to the purchase order terms and conditions. EMA will consider sellers request to modification of, or exception to, only if such request is made in writing, prior to the acceptance of the order.	
GTC	SUPPLIED INFORMATION in the contract must be held in confidence by the supplier and no third party request for information will be authorized unless instructed in writing by the customer representative. All documents to be retained for a ten year minimum unless extended retention is required by the customer quality flowdown.	
GTC	SHIPMENT of goods and services under this order shall be FOB as set forth on the face of the order. seller shall follow buyers instructions regarding method of shipment, except where buyer has so stated on the face of the order. Cancellation shall remain the right of the buyer and may be initiated at any time.	
GTC	SCHEDULE for delivery will be the responsibility of the seller. The seller shall not be held liable for damages in respect to delivery delay due to causes beyond sellers reasonable control. However, if the seller does not meet the delivery date as depicted on the face of the order, the buyer may approve a revised delivery schedule, or terminate the order without liability for such termination.	
GTC	HAZARDOUS MATERIAL seller agrees to furnish the applicable material safety data (msds) sheet(s) with each shipment, for products designated by industry, state, or federal agencies as hazardous material.	
GTC	PACKAGING AND PROTECTION of the product shipped shall be in accordance with the EMA PO or best commercial practice to protect product from damage and/or deterioration.	
GTC	FABRICATION AND MACHINING shops must have a quality system in compliance to AS9003, AS9100"B", or ISO9001:2008 as applicable by our customer.	
GTC	TOOLING furnished by EMA shall be maintained indoors, the seller is responsible to ensure adequate care is utilized within their facility, to maintain the tooling in good working condition. Any damages to this tooling, while in the care of the seller shall be reported to the ema buyer in writing. EMA shall disposition damaged tooling prior to further processing by the seller. Seller rework of ema furnished tooling shall be authorized in writing.	
GTC	QUALITY ASSURANCE. The supplier shall comply with the EMA Quality System requirements as specified by the EMA Supplier Survey or purchase order. Supplier agrees to implement and maintain the Quality or Inspection System during the performance of this contract. An authorized Certificate of Conformance is required with each shipment. Process suppliers shall furnish a complete Certificate of Conformance with each shipment indicating the PO number, specification number and revision, name of supplier and quantities accepted and rejected. After 01/01/07 NADCAP / and or specification owner approval is required. Suppliers shall not process any parts for which they are not certified or approved to do so per the PO. Material/Hardware suppliers shall furnish chemical/physical test reports with each shipment identifying the applicable specification and revision, actual chemical composition and physical properties, melt, heat, batch, or lot. When noted on the PO, raw material supplied must be Domestic material (USA). Additional EMA Quality Requirements (EMAQR clauses) apply when referenced by PO. The supplier is not authorized to perform Material Review action of nonconforming material. Note: This clause does not apply to contracts for EMA non-deliverable goods or services. *** Records shall be retained for a period of 10 years. *** If suspect/counterfeit parts are furnished under this purchase agreement , such items shall be impounded. The seller shall promptly replace such items with items acceptable to EMA and the seller may be liable for all costs relating to impoundment and replacement. EMA may turn such items over to US Government authorities for investigation and reserves the right to withhold payment for the suspect items pending the results of the investigation.	
GTC	NONCONFORMANCES Supplier shall notify EMA of any nonconforming product. Arrangements will be made for organizational approval of supplier nonconforming material. Upon acceptance of a EMA purchase order, the supplier agrees that EMA is entitled to reimbursement of EMA labor and material costs associated with seller responsible nonconformances and damages.	
EMAQR 1	The supplier shall implement a Quality System in compliance with ISO9001. (Section 4.2 and 4.19 excluded), or SAE AS9100	
EMAQR 2	Requirements for the supplier to comply with executive order E13224. Supplier shall not engage in any transaction of any type with persons or businesses organizations who commit, threaten to commit or support terrorism.	
EMAQR 3	The supplier and supplier subcontractors shall meet and maintain a Calibration System in compliance with Calibration System Requirements of ISO10012 , ANSI Z540-1, ISO 17025, NADCAP, and/ or NAVLAP Accreditation.	
EMAQR 4	EMA Source Inspection and/ or Customer Verification is required at supplier facility prior to shipment. EMA will place an Inspection Stamp on the supplier shipper to indicate EMA acceptance. Contact EMA at least 48 hours prior to shipment from supplier facility.	
EMAQR 5	Government Source Inspection is required at supplier facility prior to shipment. Supplier shall contact EMA and applicable Government Representative to arrange for Government acceptance prior to shipment from supplier facility.	
EMAQR 6	The supplier shall perform and document a complete First Article Inspection Report (FAIR) including 100% of B/P or specification requirements. One copy of supplier FAIR will be furnished to EMA Inc. along with the first shipment for this PO/contract. When required by PO, form AS9102 shall be used.	
EMAQR 7	The supplier shall implement and maintain a Key Characteristics (KC) control program acceptable to EMA.	
EMAQR 8	The supplier shall provide an Inspection Report (IR) identifying engineering requirements and actuals. Use of supplier or EMA inspection form is acceptable. One copy of the IR shall be furnished to EMA representing each manufacturing lot.	
EMAQR 9	The supplier shall perform 100% inspection of the EMA noted characteristics, a record of the inspection results shall be provided to EMA, sampling inspection is not allowed.	
EMAQR10	The supplier shall comply with the EMA Special Quality Requirement noted (As defined by EMA QA):	

ACKNOWLEDGEMENT COPY, SIGN AND RETURN TO EXPRESS METAL AEROSPACE

Form QPF-7.4.2A Rev.H Dated 04-01-08

SIGNATURE: _____