



## AMS Statement of Terms and Conditions for Purchases by AMS

The following Terms and Conditions apply to the goods and services purchased, leased, and rented by Aerospace Maintenance Solutions, LLC (AMS) 29401 Ambina Dr., Solon, OH 44139. As a supplier, you agree to and are bound by the terms and conditions listed below.

### **Purchase Orders**

Selling goods and services to AMS requires a formal purchase order (PO) issued by our purchasing department. POs will identify the methods, processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions).

PO will identify the approval for release of products and services, specific authority and customer requirements, format, and content of suppliers' delivery documentation package.

The PO supersedes all prior verbal and written understandings or communications. No modifications to the Purchase Order are permitted by the seller.

AMS reserves the right to issue a written change order or amendment to the Purchase Order. Changes may include product or service quantities, place of delivery, shipping method, and time of delivery.

Acknowledgement of the PO, shipment of goods, and commencement of work pursuant to an AMS PO will be deemed acceptance of the AMS Terms and Conditions.

POs are governed by the laws of the country (USA) and state (Ohio) in which AMS headquarters are located.

Any questions regarding POs should be directed to Denette Ditmer, Operations Manager, [dditmer@aerospacellc.com](mailto:dditmer@aerospacellc.com).

### **Purchase Order Cancellation**

If products or services purchased from your company do not arrive at the agreed-upon time, AMS reserves the right to cancel the order, without penalty. Under these conditions, we also may need to exercise our option to make our purchases elsewhere.

### **Payments**

Our terms for payment of goods and services are Net 30 days from the receipt of the invoice.

Invoices should be dated no earlier than the date of shipment from your facility.

Invoices for items purchased by AMS should be sent to: Denette Ditmer, Operations Manager, [dditmer@aerospacellc.com](mailto:dditmer@aerospacellc.com).

### **Packaging and Shipping**

Materials, components, and other products sent to AMS should be properly packaged for the protection of the products. For example, use appropriate electro-static discharge (ESD) approved bags or other precautionary measures to protect sensitive electronic components. ESD and other warnings labels should be used when appropriate.

No charges for packaging materials, insurance, or other shipping charges can be added to AMS invoices without prior written consent from AMS.

Vendors should provide advance notice (24 – 48 hr.) for each shipment sent to AMS. If you have packaging or shipping questions, please contact Matt Kovanda, Warehouse Manager, [mkovanda@aerospacellc.com](mailto:mkovanda@aerospacellc.com).

### **Inspections, Errors, and Returns**

Inbound packages to AMS must include all documentation specified on the AMS PO. It is the seller's responsibility to verify all proper documentation is contained in package.

### **Calibrations**

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Calibration certifications included with product shipments should include the "As found" and "As left" condition. Calibration of measuring and test equipment used for product acceptance shall be traceable to established international or national measurement standards (e.g., ANSI, NIST). Procedures for periodic calibration, certification, and maintenance of tools and equipment shall be established and followed. Items shall be appropriately packaged with enclosed certifications and packaging slip.

#### **Receiving Inspection**

Upon receipt at our shipping dock, AMS inspects all inbound products and components for damage, defects, substitutions, and other non-acceptable conditions. AMS will typically not accept items that have been damaged prior to arrival at our facility.

If any non-acceptable conditions or non-compliance issues with either the products or with the provisions and stipulations of the PO are discovered, AMS reserves the right to return the items to the seller at the seller's expense. If the products ordered by AMS per the PO are not consistent with what has arrived at our shipping dock, AMS reserves the right to refuse delivery of shipments not ordered and will return said items to the sender at the sender's expense.

#### **Non-conforming Product**

Non-conforming product may not be shipped without disposition and approval from AMS. Supplier shall notify AMS of nonconforming products, processes, or services. Product malfunctions, defects, and non-airworthy conditions shall be reported to AMS within 24 hours and dispositioned through a written agreement with AMS.

#### **Suspected Unapproved Parts**

Supplier shall prevent the use of suspected unapproved parts. Supplier shall not supply any part to AMS under this purchase order that is "Suspected Unapproved Part" defined as a part for which there is objective and credible evidence indicating that the part is likely an unapproved or counterfeit part.

#### **Equivalent Parts**

So-called "equivalent" parts can be considered as direct substitutes for AMS orders only if AMS quality personnel approve the substitution in writing prior to issuance of the PO. Parts ordered under AMS purchase must be in conformance with AMS issued PO requirements.

#### **Control for Counterfeit Parts**

Suppliers will mitigate risk of providing counterfeit parts to be sold to AMS by following guidelines IAW AS5533. Supplier shall not supply any part to AMS under this PO that is "Counterfeit Part" defined as an unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a part of an original or authorized manufacturer. This includes, but is not limited to, the false identification of marking or labeling, grade, serial number, date code, documentation, or performance characteristics.

#### **Critical Timing**

Much of the work at AMS is dependent on timing and fast turn-around of projects. Consequently, we expect that shipments from vendors arrive on time. If vendor products do not arrive in a timely manner for any reason, we reserve the right to deduct expenses or resulting damages incurred by AMS from any invoice we have outstanding with your company.

#### **Vendor Monitoring Notice**

AMS quality management system uses metrics to monitor supplier performance, which includes supplier risk analysis, overall quality of product or service delivered, and on-time delivery of product or service.

#### **Quality**

AMS is certified to FAA-145, AS9110C, and ISO9001:2015 requirements. For AMS vendors, that means we expect products and services to be traceable, verifiable, and produced under the conditions set forth by the FAA-145, AS9110C, and ISO9001:2015 guidelines with which we comply.

#### **Control of Quality Management System**

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Suppliers must implement and maintain a third-party certified Quality Management system. Quality records for AMS purchase orders must be available to AMS and retained by the vendor as governed by applicable statutory regulations. All quality records must be legible (preferably typed) and in English. AMS vendors must identify and manage their entire supply chain. It is the vendor's responsibility to verify that all the vendor's suppliers operate within the guidelines established by AMS. Vendors shall not subcontract services or work on products destined for AMS to any third party without the expressed written consent of AMS Quality Management personnel. AMS reserves the right to determine, audit and verify the quality of work, records, and materials used for AMS work orders. Vendors must use AMS designated or approved external providers, including process sources (e.g., special processes). Vendors must allow access to AMS or its customer to perform verification, validation, or inspection activities at the providers' premises. Access includes review of your quality and manufacturing systems.

#### **Customer-designated or approved suppliers**

Vendor must notify AMS of nonconforming processes, products, or services and obtain approval for their disposition. Vendors must notify AMS of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval. AMS vendors must flow down to external providers applicable requirements including customer requirements. Vendors must retain documented information, including retention periods and disposition requirements. The external providers' interactions with the organization will be in writing and may include, but not limited to, emails, quoting, purchase orders, inquires, non-conforming issues, and corrective actions.

#### **Qualified Personnel**

AMS vendors must be competent to perform contracted functions and must submit any required qualification of personnel.

#### **Right of Entry**

AMS, its customers, and appropriate regulatory authorities will have access to supplier locations and all related vendor facilities involved with AMS work orders. AMS will have access to your company's FAA inspection records upon request. Access includes all vendor facilities and all procedures, practices, processes, associated documents, and records (paper and electronic) related to quality assurance, quality control, and configuration control. Electronic access to computers, tablets, and electronic mobile devices are included.

#### **Transparency**

Just as AMS customers expect a certain degree of transparency from us, we, in turn, expect transparency from your company, its employees, and your suppliers. In addition to Right to Access your facilities, we also expect you to recognize that your actions, behaviors, and ethics can contribute the conformity and safety of products we service and produce. Please remember that your contribution to safety extends beyond AMS to the safety of aircraft pilots and crews.

#### **Notice of Change**

Suppliers must notify AMS of any change in the locations of suppliers' facilities.

#### **AMS Right to Contact**

AMS will periodically send updates via written correspondence.

#### **Patents, Trademarks, and Confidential Information**

AMS works with patented technology. As a vendor, AMS expects you and your company to keep confidential any drawings, text, images, diagrams, reports, schematics, renderings, software, files, e-mail, conversations or other aspects of proprietary technology that you come in contact with as a result of working with AMS. That includes proprietary products and services from AMS and AMS's business associates. By being our vendor, you the Seller agree to neither disclose nor release any proprietary information, either voluntarily or involuntarily. Please properly dispose of (shred) any unnecessary documents or files associated with AMS, so they are unrecoverable.

#### **Limitation of Liability**

AMS will not be responsible for lost or stolen shipments in transit to our facilities.

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Vendors will not be liable to AMS for conditions beyond their control, including fires, severe weather, pandemics, and acts of terrorism.

**Warranty**

As the vendor, seller, and/or broker, you guarantee that the products shipped to AMS and its affiliates are free from defects in materials and workmanship. Your company acknowledges that it will be responsible for, and bear the expense of, all necessary corrective actions if a product or service is found by AMS to be defective, faulty, or otherwise inoperative.

Sellers also warrant that goods and services sold to AMS do not infringe on any patented or proprietary designs.

**Taxes and Duties**

AMS vendors agree to pay any taxes, duties, or import fees imposed by the US or other countries with which it does business.

**Indemnification**

Seller shall indemnify and hold harmless AMS against any and all claims for patent, copyright, and trademark infringement.

**Records**

Suppliers will retain records pertaining to any sales to AMS for a minimum of ten years after which time, the supplier may destroy such records.

**Definitions**

"Goods" refers to materials, parts, products, machines, tooling, test equipment, software, computers, and other deliverables that are physically manifested.

"Services" refers to technical data, testing, maintenance, consultation, research, development, drawings, and other deliverables.

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