



Material Purchase Order Requirements Document

1. SCOPE

1.1. This document establishes standard purchasing terms and conditions that shall apply to all purchase orders issued by RSLINK LLC.

2. PURPOSE

2.1. The requirements specified in this document are designed to ensure that all materials procured by RSLINK LLC, meet requirements relevant to quality, packaging, and delivery.

3. DEFINITIONS

3.1. The term "Order" shall mean the purchase order, contract or subcontract agreement and revisions thereto, incorporating by reference these conditions and instructions and all applicable data incorporated by reference thereto.

3.2. The term "Contract Products" shall mean the goods, technical data, drawings, services, or other items constituting the subject matter of Purchase Orders, which are to be furnished by the Seller.

3.3. The term "Buyer" shall mean RSLINK LLC or its duly authorized representative(s).

3.4. The term "Seller" shall mean the person, firm or corporation by whom the Contract Products described in Purchase Orders are to be furnished.

4. APPLICABILITY

4.1. These general terms and conditions apply to all issued purchase orders and contract agreements, unless specifically excluded or amended on the actual purchase order document. As appropriate, Seller shall flow PO clauses down to sub-tier suppliers.

4.2. Acceptance of this order indicates acceptance of the terms of this order and these terms and conditions. This order shall be deemed accepted upon the return of the acknowledgment copy of this order or the commencement of performance by Seller. Buyer rejects any additional or different terms and conditions offered by Seller at any time, unless specifically agreed to in writing, whether or not such terms or conditions materially alter the order and irrespective of Buyer's acceptance of or payment for Items. These terms and conditions constitute the entire agreement between the Buyer and Seller, superseding all prior agreements and all other understandings, communications or proposals between Buyer and Seller relating to items contained in this order. No change to or modification of this order or these terms and conditions shall be binding upon Buyer unless in writing and signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.

4.3. Buyer may cancel or change all or part of this Order for convenience, without penalty or liability, any time prior to the date Supplier ships this Order or as applicable a scheduled delivery.

5. QUALITY SYSTEM

5.1. Seller shall provide and maintain a documented quality system, acceptable to the Buyer and Buyer's customers. The system shall assure that all supplies submitted to Buyer conform to PO requirements. The Seller shall perform or have performed the inspections and tests required to substantiate product conformance to drawing, specification, and PO requirements. At a minimum, the quality system shall be in compliance with the latest requirements of ISO 9000, AS 9100, AS9120 or other widely accepted industry standard and as specified in this document or as specifically cited on actual purchase order documents.

5.2. Seller shall ensure, as appropriate, that personnel are properly qualified to perform their job functions, are aware of their contribution to product/service conformity, product safety and act within appropriate ethical guidelines. Further, Seller warrants that neither it, nor its employees, agents and representatives have,

or will offer gratuities to any officer or employee of Buyer for the purpose of securing favorable treatment under any current or future Contract or Order.

5.3. Seller shall ensure, when outsourcing or procuring materials from sub-tier suppliers that appropriate controls are in place to monitor sub-tier supplier's performance to ensure that procured materials or services conform to Buyer material / PO requirements. In addition, Seller should implement appropriate controls to prevent acquisition of suspected unapproved /counterfeit parts from any sub-tier suppliers and should ensure that sub-tier suppliers implement similar programs, as appropriate.

6. MEASURING AND TEST EQUIPMENT

6.1. The Seller shall maintain a documented system for the calibration and maintenance of inspection equipment that meets the requirements of ISO, or other widely accepted industry standard. In all cases calibrated equipment shall be traceable to NIST Standards.

6.2. Calibration records for all equipment shall be maintained on file for a period of not less than 10 years and shall be available for review by the Buyer or Buyers' customer upon request.

7. DRAWING CONTROL

7.1. The Seller shall control drawings, specifications, and work instructions to the extent necessary to assure that only documents of the revision contractually specified are used. These controls shall assure removal or proper "superseded" annotation of obsolete documents from the manufacturing, inspection, and test areas.

8. MANUFACTURING

8.1. The Seller shall utilize written instructions for all manufacturing and inspection operations. Instructions may be in the form of planning, manufacturing operation sheets, work orders, shop orders, travelers or any other identifying document.

8.2. Such instructions shall specify, in sufficient detail, the controls and conditions of manufacture pertaining to the item being manufactured, assembled, inspected, and tested. These controls shall include without limitation:

8.2.1. sequence of manufacturing, test, and inspection operations.

8.2.2. identification of manufacturing and inspection tools and equipment to be used.

8.2.3. special process instructions such as feeds and speeds of cutters, oven times and temperatures, etc.

8.2.4. reference to applicable drawings, specifications of this PO, and supplemental instructions, including the revision.

8.2.5. accept and reject criteria, including key characteristic verification, as appropriate.

8.2.6. lot quantity accountability; and

8.2.7. a provision to notify RSLINK of any changes to their processes, products, or services including any changes to their external providers or change in the location of the manufacturer and to obtain RSLINK approval, as appropriate.

8.3. Seller may use sampling plans, provided the sampling plans are in accordance with existing military, government or commercially accepted standards or have been submitted to, and approved, in writing, by Buyer.

8.4. All Contract Products supplied to Buyer shall be manufactured to the latest engineering revisions, unless specified otherwise on the actual purchase order document for all referenced part numbers. Buyer reserves the right to request test specimens for inspection/verification, investigation or auditing as may be required by our customers.

9. INSPECTION

9.1. The Seller shall establish receiving inspection procedures with adequate instructions to assure materials received from outside sources are inspected to meet PO requirements and to ensure authenticity. Verification of product conformance to drawing, specification, and PO requirements shall be per inspection sampling plans, audits, Certificates of Conformance, at Seller's or Manufacturer's facilities, as appropriate. In addition to verifying conformance to the PO, the supplies shall be verified against the latest applicable engineering changes.

9.2. The Seller shall segregate inspected acceptable material from un-inspected materials and shall maintain product identification and traceability at all processing stages through shipment.

9.3. The Seller shall perform final inspection on all purchase orders, to the extent necessary, to ensure that the requirements of this document and/or specified on purchase order documents have been adhered to. In addition, final inspection shall ensure that all packaged materials are correct in-terms of quantity, manufacture revision level, quality requirements, FOD absence (Note: FOD prevention program should be in place) and that required documentation is correct and included with the order.

9.4. All Contract Products entering into the performance of issued Orders may be inspected and tested at all times and places, either before, during, or after manufacture, by representatives of Buyer and/or Buyer's customer. If inspection and/or test is made on the premises of Seller or its supplier, Seller shall furnish without additional charge all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests shall be performed in such a manner as to not unduly delay the work.

9.5. All inspection records shall be maintained on file for a period of not less than 10 years and shall be available for review upon request of Buyer or Buyers' customer.

10. NON-CONFORMING MATERIAL CONTROL

10.1. The Seller shall establish and maintain a system for: controlling nonconforming material, notifying Buyer of nonconforming materials supplied to them, and processing Buyer's requests for corrective action (responses due within 30 days).

10.2. In case any of the Contract Products are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of the Order, Buyer shall have the right to reject the same or require that such Contract Products be corrected or replaced promptly. All costs associated with non-conforming material (including freight, handling, material replacement, inspection costs, rework, etc.) may be charged back to Supplier. Supplier authorization to return nonconforming product is required within 24 hours of notification. Nonconforming Contract Products shall be identified by the Seller and removed from normal production flow, until correction or replacement is complete.

10.3. Seller should have a documented program, procedure, or plan in place to identify and prevent the acquisition of fraudulent/suspected unapproved or counterfeit materials including an appropriate action response should any be identified (e.g., quarantine, customer and regulatory authority notification). Seller should flow down/ request that sub-tier suppliers implement similar prevention programs.

10.3.1. Should Buyer identify any fraudulent/counterfeit materials or documentation provided by Seller, said items shall be impounded. Seller shall be notified of any suspected fraud/counterfeit issues and shall be afforded the right to provide appropriate documentation supporting the authenticity of supplied materials. If sufficient cause still exists after review with the supplier, regulatory authorities will be contacted as appropriate to investigate the issue further (e.g., FAA, FBI, etc....) and buyer reserves right to withhold payment pending the results of the investigation.

11. CORRECTIVE ACTIONS

11.1. The Seller's quality system shall provide means for ready detection and prevention of discrepancies.

11.2. The Seller shall respond to Buyers request for material conformance inquires, for any supplied materials, for the purpose of determining acceptability of manufacturing to required specifications, that are initiated either by Buyer or Buyers' customers.

11.3. Responses to corrective action requests on defective or potentially defective products shall be supplied by Seller within the specified days from receipt (typically 30 days), to the Buyer representative responsible for the disposition of nonconforming material issues.

11.4. The Seller shall undertake any necessary actions to correct and/or prevent the occurrence of non-conforming materials and shall be receptive to Buyer auditing to ensure that said actions have been enacted and are effective.

12. PACKAGING AND DELIVERY INSTRUCTIONS

12.1. Delivery of items in accordance with the scheduled delivery dates contained in this order is a material requirement of this order. Failure to adhere to delivery schedules could result in Buyer not being able meet customer contractual delivery requirements, so TIME IS OF THE ESSENCE. Seller will, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is threatened OR missed for any reason other than Buyer's fault.

12.2. The Seller shall package and ship Contract Products in accordance with PO requirements. In the absence of specific shipping requirements, materials shall be packaged in accordance with accepted commercial packaging standards. Materials shall be packaged and preserved to prevent damage in shipment or introduction of FOD. Boxes, crates, and other shipping containers will be of sufficient strength to prevent breakage in transit.

12.3. The Seller shall provide adequate inspection control of the preservation, packaging, and shipping process to assure all products are complete and all required documentation has been provided.

12.4. Shipments must equal exact amounts ordered unless otherwise agreed upon in writing by Buyer. Invoices shall be honored and paid for only those quantities indicated on the Order or otherwise authorized in writing by Buyer.

12.5. Unless stipulated otherwise in this order, prices specified on this order shall include all taxes, duties, customs fees or other governmental charges imposed upon the manufacture, sale or transportation of the Items specified herein.

13. FORCE MAJEURE

13.1. A force majeure event means any event or circumstance which is at one and the same time compelling, unpredictable, unavoidable, and beyond the reasonable control of the party, and is not occasioned by its fault or negligence, such as Acts of God, fire, floods, earthquakes, terrorism, explosions, war, insurrection, riots, civil commotion, governmental actions, epidemics, quarantine restrictions, or other natural disasters which materially and adversely affects the performance by that party of its obligations under or pursuant to this purchase order. Any party who is delayed in or prevented from performing because of the occurrence of a Force Majeure Event shall promptly notify the other party of the occurrence of such Force Majeure Event and the length of the anticipated delay. Seller shall make every effort to fulfill accepted Buyer purchase orders as quickly as possible as soon as the Force Majeure event has passed. RSLINK LLC shall be entitled to delay shipments and/or cancel purchase orders because of Force Majeure circumstances, without penalty or obligation.

14. SUPPLIED PAPERWORK

14.1. All ordered products are to be supplied with full test reports including manufacturers certificate of conformity, chemical and physical reports, raw material certifications (including melt source, if applicable) and any other relevant documentation necessary to ensure compliance to manufactured specifications and/or are necessary.