



PURCHASE ORDER TERMS & CONDITIONS

1. STS Repair and Modification, LLC. DBA STS Mod Center (STS) objects to any different or additional terms laid down by Vendor in accepting or acknowledging this Purchase Order (P.O.) No such terms will be binding upon STS, unless expressly accepted by STS in writing. All terms herein will be incorporated into any further or additional agreement regarding the goods or services purchased.
2. The Vendor will not disclose any information concerning the P.O. to any third party, except as herein specified, without first obtaining the written consent of STS.
3. No substitutes or changes in product and/or process definition are allowed without prior written approval from STS. Vendor must notify STS of non-conforming material and receive the written approval of STS prior to shipment.
4. Packaging must meet best industry standards. Vendor will assure all articles are packaged in a manner and with materials to prevent deterioration, corrosion, damage, or intrusion of foreign objects.
5. A copy of all documentation for drop shipments must be forwarded to STS upon shipment of parts to final destination. Vendor will provide shipment information including waybill and tracking number. Shipments will be Delivered Duty Paid (DDP) to STS's place of business.
6. Time is of the essence in the Vendor's delivery of any articles hereunder. If the Vendor refuses or fails to make deliveries of the articles within the time specified in this P.O. or any written extension thereof by STS, STS may terminate the right of Vendor to deliver the articles and may reject any attempted delivery of goods or services. In the event of any suspension of payment, or the institution of proceedings by or against either party, voluntary or involuntary, in bankruptcy, or insolvency, or under provisions of the United States Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of either party, the other will be entitled to cancel this P.O. forthwith by written notice.
7. The Vendor warrants the articles to be supplied under this contract are fit and sufficient for the purpose intended; are merchantable, of good quality and free from defects, whether patent or latent, in material and workmanship; and that material or equipment for aircraft construction conforms to required specifications. The Vendor warrants that it has good title to the articles supplied and that they are free and clear from all liens and encumbrances. These warranties, together with their service warranties and guarantees will run to STS, its successor, assignees and/or to persons to whom the materials or articles may be resold.
8. Vendor agrees to not, directly or indirectly, during the period that Vendor provides services or goods for STS, and for a period of one year thereafter, solicit, employ or hire or induce others to hire any person who is or has been an employee of STS who is working with or has worked with Vendor regarding the subject matter of this agreement unless otherwise consented to in writing.
9. **INDEMNITY - Vendor agrees to indemnify and hold STS harmless against all actions, losses, claims, damages or liabilities, to which STS may become subject and which arise out of Vendor's provision of its goods or services to STS or which arise from the use or resale of Vendor's goods by STS. Vendor will reimburse STS for any legal and/or other expenses reasonably incurred by STS in investigating and defending against any actions, losses, claims, damages, or liabilities arising from the use or resale of Vendor's products or services, provided however, that Vendor will not be liable under the foregoing indemnity agreement for any actions, losses, claims, damages, or liability that a court of competent jurisdiction determines resulted from the willful misfeasance or gross negligence of STS. If Buyer is enjoined from using any goods purchased, Seller will repurchase such goods from Buyer at the original purchase price. THE INDEMNIFICATION PROVIDED TO STS HEREUNDER WILL BE APPLICABLE WHETHER OR NOT NEGLIGENCE IS ALLEGED OR PROVEN.**
10. Without in any way limiting the foregoing, Vendor will maintain public liability and property damage insurance covering Vendor's obligations hereunder, will name STS as an additional insured, and will waive any right of subrogation under those insurance policies and will provide STS a copy of such insurance policy evidencing its existence. If Vendor's policies are Claims Made, Vendor will obtain two years extended reporting period (tail) coverage. This provision will survive the completion and full performance of the P.O. by Vendor. Exclusive venue and jurisdiction for any dispute hereunder will be in Brevard County Florida. Florida law will apply without regard to its conflicts of law's provisions.

11. Risk of loss and title to any goods purchased hereunder will pass to STS upon delivery of the goods.
12. This instrument constitutes the sole, entire, complete, and fully integrated agreement between the parties hereto with regard to the subject matter hereof. **No course of prior dealings between the parties and no usage of trade will be relevant or admissible to vary any of the terms of this agreement.** Acceptance of, or acquiescence in, a course of performance will not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge and an opportunity to make objection. **This agreement may be modified or rescinded only in an instrument signed by the parties or their duly authorized agents.**

STS P.O. QUALITY CLAUSES (AS APPLICABLE)

1. STS has the right to inspect all articles tendered for delivery before delivery is considered complete. If STS rejects any such articles, they will be immediately returned to Vendor at Vendor's expense and STS will not be charged for any articles properly rejected as nonconforming under the requirements of this agreement.
2. Vendor guarantees the right of access to STS, the FAA or other regulatory authorities, and STS's Customer to Vendor's facilities, quality-related records, and data.
3. All applicable certificates including original manufacturer's certifications must be provided with each product shipment.
4. If safety data sheets (SDS) are required, Vendor will provide the most recent SDS for all chemicals which fall under the definitions in 29 CFR § 1910.1200(g) of the OSHA regulations.
5. Raw materials (metals) must be identified with continuous line stenciling stating size, heat lot, alloy, temper, material type, and applicable federal or military specifications. Vendor must provide actual test reports showing quantitative physical properties and/or chemical composition with each shipment.
6. Shelf-life limited materials will have at least 80% of shelf life remaining upon arrival at STS in order to be accepted, unless otherwise approved by STS in writing. Vendor will provide shelf-life data with each shipment documenting manufacture and expiration dates.
7. Calibration reports are to include calibration standards used, acceptance criteria and signature of technician performing calibration as well as details of any adjustments or repairs made. All applicable test reports must be made available to STS upon request.
8. Vendor must notify STS immediately of non-conforming processes, products, or services and shall gain STS approval of the applicable disposition.
9. Vendor acknowledges it shall apply suitable corrective action when presented with STS complaints or nonconformance reports.
10. Protective covers or plugs must be installed on ducts, lines, tubes, vents, and electrical connectors or connections for protection from contamination and physical or electrostatic discharge type damage. Each o-ring or bearing will be individually packaged and identified per MIL-P-4861.
11. Records pertaining to the manufacture, test, inspection of products or the provision of services to STS must be maintained for a minimum of 5 years and made available upon request.
12. As requested by STS, vendor will provide drawings with first time shipments and updates to drawings thereafter.
13. Items requiring rework by Vendor must be returned with a record of the work performed approved by Vendor's QC department. It is acceptable to send aircraft parts with an FAA 8130-3 form, "Airworthiness Approval Tag" unless other documentation is requested in the PO. Some customer's may require "Dual Release".
14. Vendor will comply in all respects with the United States export control and asset control laws, regulations, and orders applicable to the export or re-export of goods or services, including, but not limited to, software, processes, and technical data. Such regulations include without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws"). If Vendor conducts any export or re-export, as defined by the Export Control Laws, it will be responsible for obtaining any necessary licenses or authorizations required to meet its obligations under this paragraph.
15. Vendor commits to taking all necessary steps to ensure product / service conformity and safety and acknowledges their contribution to the fulfillment of relevant STS customer requirements and to STS's Quality and Safety Policy.
16. Vendor agrees to conduct all business dealings with STS in an ethical manner. For further information on business ethics, reference Aerospace Industries Association of America (AIA) Global Principles of Ethics in the Aerospace & Defence Industry.
17. All purchasing requirements shall be flowed down to sub-tier suppliers or subcontractors at all levels of the supply chain.