



ROTA PACK, INC.

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Supplier Terms and Conditions 2E843 Rev. 1

Purchase Order acknowledgement shall be confirmed in writing within 3 business days of receipt. Supplier shall provide a certification of conformance to purchase order requirements for all supplied items.

Rota Pack shall be notified in a timely manner if this order will not be received by the PO required delivery date.

All items are to be packaged to ensure no damage occurs in transit; use Rota Pack furnished packaging when applicable.

All items shall be identifiable and traceable to their part number, revision, material, special process, and build records.

Rota Pack encourages Supplier to maintain a Quality System in accordance with AS9100, AS9120, or ISO 9001 as applicable.

Supplier shall perform a First Article Inspection, to be documented on an AS9102B, and provided to Rota Pack when requested.

The supplier shall provide, at no cost to Rota Pack, right of access for Rota Pack, its customers, and/or regulatory authorities, including the right to perform surveillance, verification, and access to all records at the supplier's premises and at any level of supply chain within the record retention period.

Supplier shall retain for a minimum of 7 years or as specified on Rota Pack PO, all documentation, inspection records, test results and build records.

Supplier shall notify Rota Pack for all changes to revisions, materials, product or processes, changes of sub-tier suppliers, changes in manufacturing location, and where required obtain Rota Pack approval.

Supplier shall notify Rota Pack for all known or potential non-conformance that is discovered after the product has shipped, within 24 hours for flight safety and within 5 days for all others.

Supplier shall flow down all applicable terms and conditions to sub-tier suppliers.

Information provided by Rota Pack may be subject to U.S. export control laws and regulations, including the International Traffic in Arms Regulations (I.T.A.R.). Supplier may not export or re-export any information, technical data or supplies except in strict compliance with all U.S. export control laws and regulations, including I.T.A.R. Technical data that are controlled by I.T.A.R. shall not be released to foreign nationals, including employees, companies or other entities, whether within or outside of the United States and shall obtain the appropriate license or other advance approval from the U.S.

Government. Vendor's obligation to adhere to the I.T.A.R. shall survive the expiration or termination of this purchase order. Vendor hereby agrees to defend and indemnify the Buyer from and against any liability that the Buyer may incur as a result of Vendor's violation of any U.S. export or re-export control law or regulation. Line items requiring this control are denoted by "(ITAR)" under the line-item number.