



**HAZARDOUS GOODS:** Declaration documentation and labeling of dangerous and hazardous goods in accordance with Federal Code of Regulations Titles 29 and 49, ICAO Annex18, and/or IATA dangerous goods regulations is the responsibility of the supplier.

**SDS:** Safety Data Sheets to be provided on all hazardous chemicals. Failure of Supplier to provide MSDS can result in materials being returned at Suppliers expense. (77 FR 17574 regarding changes to OSHA's Hazardous Communication Standards must be complied with in accordance with compliance dates set by OSHA)

**PACKAGING:** All packings, O'Rings, gaskets, bearings, and other shelf life/contamination critical material shall be individually packaged with the shelf life, expiration date, and lubrication date clearly marked on the packaging. Items with a cure date also shall have a shelf life clearly marked on the packaging. Hoses, tubing, pumps, cylinders and other items containing ports, openings or holes by which the introduction of foreign object debris (FOD) may cause damage or contamination shall be suitably capped, plugged and/or bagged. All aerospace metals must be MIL marked with all required material specification and material certification provided with the shipment.

**AIRWORTHINESS:** Material produced, supplied or manufactured by an FAA production approval holder (PAH) under the provisions of a production certificate, parts manufacturing approval (PMA), or (TSO) technical standard order must be accompanied by an FAA Form 8130 3. Parts manufactured or approved under the oversight of a foreign airworthiness authority must be accompanied alternate airworthiness document (e.g., EASA Documentation). A certificate of compliance is required on all aeronautical material certifying compliance to an established design/engineering specification and applicable airworthiness standard.

**FREIGHT CHARGES:** Freight shipments to be specified on all AKS-Structures, LLC. (AKS) purchase orders. AKS will not be responsible for any freight charges that do not adhere to AKS purchase order instructions.

**CANCELLATION:** This order may be cancelled by AKS if delivery is not completed within a reasonable period of time. AKS will not be responsible for goods delivered except on a properly authorized AKS purchase order. Delivery shall not be deemed complete until goods actually have been received and accepted by AKS, notwithstanding any agreement to pay freight, express, or transportation charges and the risk of loss of damage in transit shall be upon the Supplier until delivery has been completed.

**INSPECTION:** All shipments shall be subject to final inspection by GPA incoming inspection after receipt by AKS at delivery point. In the event any items delivered hereunder are defective in any way, or not according to specifications, AKS may reject them or require their correction. Items to be corrected shall be removed by Supplier or corrected in places as AKS may request, by the expense of the Supplier.

**RECORDS:** All Vendors/Suppliers and subcontractors will maintain process and produce records in English and in an environment to prevent degradation and ensure legibility. Records will be maintained for at least two years from the date the article or service was contracted. All records will be made available for inspection and review by AKS, its customers, the FAA and the NTSB upon written request within a reasonable period of time from the time request was received. Disposition of records kept by Vendors/Suppliers and subcontractors will be destroyed by shredding after the two year minimum retention time has passed.

**PATENTS, TRADEMARKS & COPYRIGHTS:** Supplier agrees to indemnify AKS and its officers, agents, servants, customers, and users of its products and to hold them harmless against all claims, liability, loss, damage, or expense, including counsel fees and courts costs arising from or by reason of any actual or



claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to all or any part of the goods covered by this order, and Supplier agrees to defend at its own expense any suits against AKS and to defray the entire cost thereof including any judgment rendered therein, and such obligations shall survive acceptance of the goods and payment therefore by AKS.

**COMPLIANCE WITH LAW:** Supplier represents and warrants that the goods covered by this order have been manufactured and are being sold and delivered in accord with all applicable federal, state, and municipal laws, rules, and regulations.

**GOVERNING LAW:** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

**INDEMNIFICATION:** In consideration for the execution of this Purchase Order, Supplier agrees to save harmless and indemnify AKS for all expenses arising out of the defense payment of any claim against AKS, for loss or damage to property or person claimed as a result of this purchase or the sale by AKS of any item herein purchased.

**PERSONNEL:** Supplier will maintain adequate training to protect AKS's product, service and information from improper use and/or disclosure. Training records for employees may be viewed by AKS upon request within a reasonable time frame. Supplier's failure to comply with the requirement shall constitute grounds for termination of this order by AKS.

**PERSONNEL COMMUNICATION.** Supplier is required to communicate with their personnel regarding the following:

- Their contribution to product or service conformity to requirements
- Their contribution to product safety
- Their contribution to counterfeit / suspected unapproved parts from entering the supply chain

**QUALITY SYSTEM:** Supplier will maintain a Quality System that is adequate to the risk of product or service being purchased by GPA. Adequacy and risk is to be determined by AKS Quality Dept. If supplier fails to follow their Quality System procedures, fails recertification, or denies AKS access to NCR's (either from the FAA, internal or third-party accreditation), AKS may terminate this order.

**CHANGES:** Supplier must notify AKS of any changes to product, processes affecting product, change of suppliers, change of manufacturing facility locations, and change of delivery time frames. AKS may terminate this order if changes are not approved by AKS.

**NONCONFORMANCES:** Supplier agrees to notify AKS immediately if nonconforming product has been delivered or is in transit. Supplier must obtain AKS approval for nonconforming product disposition prior to shipment.

**SUSPECT UNAPPROVED AND COUNTERFEIT PARTS PROGRAM.** Supplier is requested to protect AK-Structures, LLC Inc., from counterfeit parts / suspect unapproved part being shipped to its facility.



**ADDITIONAL:** Supplier will flow down the Supply Chain the applicable customer requirements, including the right of access by AKS, their customer, and regulatory authorities to the applicable areas of all facilities, at any level of the Supply Chain, involved in the order and to all applicable records.

In addition to any key characteristics where required within these terms, additional Quality requirements may be required. See line items for Quality Notes.