



Triumph Airborne Structures
A TRIUMPH AFTER MARKET GROUP COMPANY

TERMS AND CONDITIONS

1. **DELIVERY AND PERFORMANCE.** Time is of the essence. Deliveries are to be made in quantities and at times specified by Buyer. Buyer shall have no liability to pay for goods delivered to TAS in excess of quantities specified by Buyer. Buyer may change or suspend delivery schedules.
2. **WARRANTIES.** In addition to all warranties provided by law, Seller expressly warrants that all goods and services covered hereby shall conform to specifications, drawings, samples or other description furnished by Seller or specified by buyer, shall be merchantable, of good material and workmanship and free from defects, and shall be fit and sufficient for Buyers purpose. Buyer's approval of specifications, drawings, samples or other descriptions furnished by Seller shall not relieve Seller of its obligations hereunder. These warranties shall survive any inspection, acceptance of payment by Buyer, and shall be for the benefit of Buyer, its successors, assigns, customers and users of the goods or services covered hereby.
3. **CANCELLATION.** Buyer shall have the right to cancel all or any part of the order without liability if (a) Seller does not make deliveries as specified, (b) Seller's lack of progress endangers timely performance, (c) Buyer's business purpose is substantially frustrated, or (e) Seller becomes insolvent or any insolvency proceeding is filed by or against Seller.
4. **INSPECTION.** All goods shall be received subject to TAS's inspection. Defective or nonconforming goods shall be held at Seller's expense and risk and, if Seller so directs, shall be returned at Seller's expense.
5. **CHANGES.** Buyer reserves the right at any time to make changes in drawings or specifications as to any goods or services covered hereby. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and confirmed in writing by Buyer.
6. **BUYER'S MATERIALS.** All of Buyer's tooling, goods and other property in Seller's possession shall be held by Seller as bailey for hire for use only in filling Buyer's orders, be kept separate, and be clearly identified by Sellers as Buyer's property, and shall be fully insured by Seller. All such materials not consumed in the performance of this order shall be held pursuant hereto until Buyer otherwise directs. Seller waives and releases Buyer from, and Seller shall defend, indemnify and hold harmless Buyer from and against, all claims for injury or damage to Seller, its employees or others, arising out of or in connection with the presence or use of such materials whether such injury or damage is caused by defects in such material, Buyer's negligence or otherwise.
7. **TOOLING.** Unless otherwise stated on the face thereof, Seller at its own expense shall furnish, keep in good condition, insure and replace when necessary all tooling and other materials necessary for the performance of this order. If Seller uses special tooling or other material relating principally to this order, Buyer at any time may purchase and take possession of any such material for the unauthorized cost thereof.
8. **PATENTS.** Seller shall defend, indemnify and hold harmless Buyer from any loss or damage sustained by Buyer and from and against all claims asserted against Buyer, its customers and users for infringement of any patent, trademark or copyright or other proprietary right by reason of the use or sell of the goods or services covered hereunder. If the use or sell of the goods is held to infringe any such rights, Seller at its expense either procure for Buyer, its customers and users the right to continue using or selling said goods or services or replace them with non-infringing goods or services. The disclosure of proprietary material for any purpose is prohibited unless prior approval is obtained from an authorized TAS agent.
9. **COMPLIANCE WITH LAWS.** In performance of its obligations hereunder, Seller shall comply with all applicable legal requirements. Seller's acceptance and performance of this order shall constitute certification by Seller of such compliance. Seller shall furnish additional certificates and other evidence of compliance upon Buyer's request.
10. **EQUAL OPPORTUNITY CLAUSE.** Seller shall not maintain segregated facilities or discriminate against any employee or employment applicant because of age, race, color, religion, sex or national origin or on any other ground prohibited by law. Seller shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to age, race, color, religion, sex or national origin. Such action shall include employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; pay or other forms of compensation; and training, including apprenticeship. Seller shall post in conspicuous places, available to employees and employee applicants, notices setting forth the provisions of this clause. Seller certifies that it does and will comply with, and there are incorporated herein by reference, all provisions of Executive Order 112346, as amended, The Vietnam Era Veterans Readjustment Act, the Rehabilitation Act, all other equal opportunity laws and Executive Orders and of the rules, regulations and orders of the Secretary of Labor. This clause is hereby incorporated in every non-exempt contract between Seller and Buyer, and shall be contained in each non-exempt contract between Seller and its subcontractors.
11. **INDEMNIFICATION AND WAIVER.** Seller shall defend, indemnify and hold harmless Buyer from any loss or damage sustained by Buyer and from and against all claims asserted against Buyer arising in whole or in part out of any act or omission of Seller, its agents, employees or subcontractors with respect to the goods or services covered hereunder. Seller shall defend, indemnify and hold harmless Buyer from and against all claims asserted against Buyer for injuries to employees of Seller, its agent, representatives or subcontractors arising in whole or in part out of Buyer's negligence. Seller waives and releases Buyer from all rights of contribution or indemnity to which it may otherwise be entitled. As used in this paragraph, the term "Buyer" shall mean the buyer, its officers, directors, agents, employees, subcontractors, parent, subsidiaries, divisions and affiliates.
12. **INSURANCE.** Seller shall furnish upon Buyer's request insurance carrier's certificates satisfactory to the Buyer showing that Seller has adequate worker's compensation, public liability, motor vehicle liability and property damage insurance coverage. All certificates shall specify that in the event of cancellation, at least fifteen (15) days prior written notice thereof shall be given to Buyer. The purchase of such insurance shall not satisfy, modify or limit Seller's obligations or liability hereunder.
13. **REMEDIES.** Seller shall be liable for all damages, direct and indirect, resulting from its breach of any of the terms and conditions hereof. Buyer's right and remedies hereunder shall survive acceptance or payment and shall be in addition to those provided in law or in equity.
14. **MISCELLANEOUS.** This contract constitutes the entire agreement between the parties relating to the goods or services which are the subject hereof. No modification shall be binding upon Buyer unless in writing signed by a Buyer's authorized representative. This order is non-assignable by Seller. Buyer shall be entitled to set off any amount payable by Buyer. No waiver by Buyer of default by Seller shall be deemed a waiver of any subsequent default. Captions used herein shall have no substantive significance.



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- 15. RECORD RETENTION.** Subcontractor is required to retain records for a minimum of ten (10) years after completion of contract unless otherwise noted on Purchase Order. Supplier created or retained documents will be specifically identified on the Purchase Order as required and as is applicable.
- 16. SURVEILLANCE/CUSTOMER RIGHT of ENTRY.** The Buyer and its customers, reserve the right to conduct inspections and surveillance of the supplier's procedures, facilities, and products. The right of entry allows the supplier, customers, and regulatory agencies to determine and verify the quality, records, and material at any place, including the plant of the subcontractor. Customer verification of product is not to be used as evidence of effective supplier quality control and does not absolve the requirement for conforming product or preclude subsequent rejection by the customer.
- 17. NONCONFORMING MATERIAL.** Seller will notify Buyer of nonconforming product. Seller, before shipment, will obtain authority to ship discrepant material. Buyer will not accept discrepant material shipped without prior approval. No materials will be accepted with defects/un-worthy conditions without prior disposition/approval.
- 18. PROCESS/PRODUCT CHANGES.** The Seller shall notify Buyer and obtain approval for any product or process definition change.
- 19. QUALIFICATION OF PERSONNEL REQUIRED.** Personnel training/qualification records must be maintained by the seller, and be available for review at any time, by the Buyer. (Ref 15)
- 20. BUYER'S PROPRIETARY RIGHTS.** Seller shall not use any of Buyer's trade secrets or confidential information, whether or not designated as such, except as required to fill this order. All inventions or ideas whether patentable or not made by or for Seller incident to this order shall become the exclusive property of Buyer.
- 21. FLOW DOWN REQUIREMENTS.** All requirements listed on the Purchase Order must be flowed down to any sub-tier vendors utilized.
- 22. REQUIREMENTS REGARDING THE NEED FOR SUPPLIER NOTIFICATION.** Notify the Buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain organization approval.

SHIPPING AND BILLING

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- A.** All goods shall be suitably packed, marked and shipped to preclude damage during shipment and in accordance with Buyer's instructions, or, absent such instructions, in accordance with the requirements of common carriers in a manner to secure lowest transportation costs, and no additional charge shall be made to Buyer unless otherwise stated herein. Breakage or damage shall be Seller's responsibility.
- B.** Unless otherwise stated herein, all deliveries shall be F.O.B. destination and no charge shall be made by the Seller for transportation or storage. Absent other instruction from Buyer, all goods shall be shipped freight prepaid.
- C.** Packing slips shall accompany each shipment.
- D.** Original bill of lading, or other shipping receipt, for each shipment shall be promptly forwarded by Seller in accordance with Buyer's instructions.
- E.** Seller shall describe goods on bill of lading or other shipping receipt and route shipment in accordance with Buyer's instructions.
- F.** No invoices shall be payable unless goods have been received by Buyer.
- G.** No interest, finance or service charge shall be payable.
- H.** When invoices are subject to discount for prompt payment, discount shall begin the date the invoices are received by Buyer.
- I.** Buyer may refuse to accept goods shipped contrary to Buyer's instructions and may return such goods to Seller at Seller's expense.