1. Spenro reserves the right for final approval of product, procedures, process and equipment.

2. All special processes required by this Purchase Order must be performed by qualified personnel.

3. Spenro reserves the right to review and approve the Suppliers Quality Management System (QMS). Standard QMS Requirements include: a) Suppliers providing special processing must maintain a system for validating processes. b) Customer directed sources must operate in accordance with approved specifications and standards as directed and controlled by the customer in question. c) Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc) must notify our organization of any changes to that certification.

4. The Supplier shall maintain the proper identification and revision status of specifications, drawings, process, requirements, inspection/verification instructions and other relevant technical data.

5. Spenro reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.

6. Spenro reserves the right to designate requirements for first article tests specimens (production methods, number, storage conditions etc) for design approval, inspection/verification, investigation or auditing.

7. The Supplier is required to: a) Notify Spenro of nonconforming product. b) Obtain Spenro’s approval for nonconforming product disposition. c) Notify Spenro of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations. d) Flow down to secondary level suppliers and supply chain the applicable requirements including key characteristics and customer requirements.

8. The Supplier is required to retain all records associated with the Purchase Order as required for a period of ten (10) years unless otherwise specified by contract

9. Right of access by Spenro, our customer and regulatory authorities, including FAA and EASA to the applicable areas of all facilities, and at any level of the supply chain, for the purpose of auditing the maintenance activity relevant to the Purchase Order in accordance with CFR 145.223 (b) as revised.

10. Suppliers proposing to verify purchased products at subcontract premises shall specify verification arrangements and method of product release in their purchasing documents.

11. All Suppliers providing Calibration Services must be must identify standards used and must be traceable to NIST (National Institute of Standards Technology).

12. Suppliers shall provide a proper Bill of Lading signed by carrier, or any other legally applicable documents providing title to the goods to the purchaser upon delivery, fully protecting all parties incase of damages in transit. All costs incurred due to improper packing will be paid by Supplier.

13. Certification of Materials and/or Process performed must accompany materials/parts received. Invoice will be aged for payment based on date Certification(s) is received.

14. Any disputes arising out of any Contract issued pursuant to the Terms and Conditions shall be interpreted in accordance with and governed by the laws of the State of California, USA