

EuroTec Vertical Flight Solutions, LLC 2011 Purchase Order Terms and Conditions

*****Attention Vendor / Supplier, the following terms and conditions shall apply to this purchase. Please read the terms and conditions prior to order processing. Please contact EuroTec if you have any questions or are not able to comply.**

1. EuroTec, hereinafter referred to as the Company, reserves the right to cancel this order at any time prior to acceptance by the Supplier.
2. The Supplier shall confirm acceptance of this order by return order confirmation stating the part-number(s) or interchangeable part-number(s), if any, the correct price and delivery date no later than the date of delivery as instructed on the purchase order. In case the Supplier is unable to meet any of the terms and conditions stated herein, including the price and/or delivery date, the Supplier is obligated to notify the Company immediately and the Company has the option to cancel this order. The Supplier shall ensure flow of the requirements of the Purchase Order to sub-tier suppliers.
3. The Supplier shall in writing inform the company prior to shipment or processing if the Supplier will charge the company for shipping and or any additional charges whatsoever where the Suppliers invoice amount would not match the Company's purchase order. The Company must submit a revised purchase order to the Supplier prior to shipment of goods from the Sellers FOB point of origin. Any difference between the Company's purchase order and the Suppliers invoice will be considered "Un Authorized Charges." Un Authorized charges shall not be paid by the Company.
4. If the Supplier fails to deliver all or part of this order in accordance with agreed terms and conditions, the Company has the right to cancel this order. The Supplier is to notify the Company of any changes of part-numbers including superseded part-numbers, changes to product or changes in process. No superseded part number for goods or services is acceptable without documented evidence for direct interchangeability. Such documentation shall accompany the shipment. Acceptance of any part of this order shall not obligate the Company to accept future non-conforming goods.
5. The Supplier shall have established a quality assurance system describing in which manner the Supplier will secure that the work will satisfy all quality and airworthiness requirements. The Company, relevant Authorities and/or the Company's customers shall have the right to audit the Supplier's quality assurance system at any time during the term of this Purchase Order.
6. All sums, rates and prices set forth shall be exclusive of any taxes whatsoever. Each invoice shall be accompanied by the documentation required to support the accuracy of the invoice. Please see the Purchase Order for correct delivery and invoice addresses. The invoice shall be an original form and clearly state the Purchase Order number and line item number(s) to which it applies. Invoices not conforming to the terms and conditions herein will be returned to the Supplier. Unless otherwise agreed, the payment terms shall be 45 (forty five) days from the Company's receipt of correct invoice.
7. The Company reserves the right to reject any item or services not in conformance with manufacturer's specifications and/or the quality assurance requirements indentified in this order. The Supplier must notify the Company of any non-conforming product that may or has been supplied to the Company.
8. All parts and goods for installation on aircraft shall be inspected and released by the Supplier subject to general conditions of the Airworthiness Authority of the country of origin whenever such conditions apply. Release Certification shall be duly signed and stamped by an approved inspector.
9. Manufacturer of standard parts shall provide Certificate of Conformity. Definition of standard part refer to FAA AC No. 20-62 latest revision and EASA GM No. 1 to 21A.303 ©, GM No. 2 to 21A.303 ©. New components shall be delivered with FAA Form 8130-3 (8130-4 for Engines) from USA sources, TCCA FORM ONE from Canadian sources and EASA Form One from European sources. Certificate of Conformity or, where applicable, Authorized Release documents shall be issued for standard parts, consumables and raw material. Used, overhauled, repaired and/or modified components and/or parts shall be delivered with FAA Form 8130-3 from USA sources, TCCA FORM ONE from Canadian sources and EASA Form One from European sources. Only maintenance organizations listed in the "EASA part – 145 Listed Organizations" are authorized for Certification of used, overhauled, repaired and/or modified components and/or parts.
10. ESD (Electrostatic Discharge) sensitive parts/materials shall be packed and treated with ESD approved bags/packages and all open electrical connectors must be plugged with ESD approved caps/plugs. ESD standard IEC61340-5-1 refers.
11. Supplier must ensure documentation traceability source(s) to part origin. The traceability proof and documentation shall be provided to Company upon request case by case.
12. Shipping documents must contain the following information; correct delivery address, Purchase Order number, item number(s), weights and measurements. All items must be packaged IAW with manufactures recommendations or IAW NMFC standards in force at the time of shipment regardless of mode of transport. All goods must be packaged in such a manner that they are protected from damage. EuroTec will not pay any invoice(s) from the Supplier when the goods have been damaged in transit regardless of destination due to the Suppliers negligence or failure to properly package and or protect the goods in transit.
13. By acceptance of this order, the Supplier represents and warrants (a) that the title to the goods conveyed to the Company shall be good and it's transfer rightful, (b) that the goods shall be delivered free from any security interest or other lien or encumbrance, (c) that the goods shall be of merchantable quality and, if this order states any particular purpose for which the goods are to be used they shall be fit for that purpose, and (d) the goods shall be free from defects in material and workmanship.
14. In the event of any breach by the Supplier of any provision stated herein, or in the event of the assertion by other parties of any claim or lien against the Company arising out of the Supplier's performance under this order, the Company shall have the right to retain any payments due or to become due to the Supplier an amount sufficient to protect the Company from any loss, damage or expense therefore, until the situation has been satisfactorily remedied by the Supplier.
15. No change or modification to this order, including additional or different terms in the Supplier's acceptance, shall be binding to the Company, unless agreed in writing and duly signed by the Company's authorized representative.
16. The Supplier agrees that it will not divulge any information obtained from or through the Company in connection with this Purchase Order to any third Party, without the written consent of the Company.
17. This Purchase Order shall be governed by and construed in accordance with US law. Any dispute which cannot be settled by mutual agreement shall be settled by arbitration in Lawrence, Kansas, USA. Arbitration shall be conducted in accordance with the International Chamber of Commerce ("ICC") Rules of Arbitration as in force at the commencement of the arbitration. The awards shall be final and binding on the parties.