

**C\*BLADE SPA GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**Rev.0, Feb.19**

The clauses listed below are applicable to all purchase orders issued to a sub-tier or a sub-tier of a supplier of C\*BLADE SPA.

1. **QUALITY SYSTEM** - The supplier shall establish and maintain a system that complies with applicable industry or regulatory standards and/or is deemed acceptable by C\*BLADE SPA Quality Assurance. When registered, a copy of the approval certificate from a third party shall be forwarded to C\*BLADE SPA. The supplier is responsible for informing C\*BLADE SPA when there are changes to the approval status. Quality records must be retained for a period of ten (10) years and shall be made available for C\*BLADE SPA evaluation upon request and within 24 hours.

2. **GAGE CALIBRATION AND TEST LABORATORIES** - Gage Calibration and Test Labs must maintain accreditation to the applicable requirements of ISO/IEC 17025.

3. **SOFTWARE QUALITY ASSURANCE** - All non-deliverable software used in the manufacture (CNC programs included), inspection or acceptance of product must be under configuration control.

4. **NONCONFORMING MATERIAL** - Authority to ship nonconforming material must be obtained through C\*BLADE SPA. Nonconforming material shipped without prior approval is subject to return at the supplier's expense. Each supplier is required to report to Quality C\*BLADE SPA if a product or process has been released from that supplier and subsequently found not to conform to the applicable design data or purchase order requirements within 24 hours of discovery.

5. **C BLADE/CUSTOMER/SURVEILLANCE** - C\*BLADE SPA, its customers, reserve the right to audit any and all systems, processes and materials in accordance with the purchase order, contract requirements. This applies to all levels of the supply chain involved in this order.

6. **CBLADE /CUSTOMER** - Right of entry shall also be extended to its customers, C\*BLADE SPA also reserves the right to enter your facility to verify the process being performed. This applies to all levels of the supply chain involved in this order.

7. **TRACEABILITY** - Traceability shall be maintained from receipt of material through finished product. Records and material must be appropriately identified as required to maintain traceability. Records shall be maintained on file at supplier's facility. If a time limit is not specified, records shall be kept for ten (10) years subsequent to completion of purchase order deliveries.

8. **AS9102 FIRST ARTICLE INSPECTION (FAI)** - Applicable to suppliers who perform machining. Submit First Article Inspection Report in accordance with the requirements AS9102 format. The FAI report shall include the B/P with numbered characteristics corresponding to an itemized layout reflecting actual readings and shall show compliance to all applicable drawing characteristics, blueprint notes and specifications. Include the method of measurement for dimensional characteristics.

9. **SPECIAL PROCESSES** - The designated special process must be documented with methods of control in a technical plan format. The technical plan must be supplied to C\*BLADE SPA upon request.

10. **SPECIAL PROCESS APPROVAL** - The supplier shall not process any product that they are not authorized to perform by the applicable aerospace prime the supplier is responsible for informing C\*BLADE SPA when there are changes to the approval status.

11. **CERTIFICATION OF COMPLIANCE** - All parts/processes supplied by the supplier must be certified as to their compliance with all purchase order requirements. The certification must contain, as a minimum:

A) C\*BLADE SPA purchase order number.

B) The part number and drawing revision level.

C) Quantity supplied or accepted and rejected. D) Supplier's name and contact information.

E) For Age Sensitive Material (Shelf Life) reference manufacture/cure date, lot/batch code, and expiration date.

F) Specification and revision letter for the special process performed that appear on the PO or drawing callout.

G) Verifiable results (usually numerical results or observed visual criteria) of all testing/inspections required by PO or drawing specifications for special processes and other applicable products.

H) All applicable information to ensure traceability to the material or manufacturing lot as flowed down on the purchase order.

I) Attached copy of authorized deviations/waivers when applicable.

J) Company representative signature and title. Computer generated signatures are acceptable.

Packing list type certification is acceptable provided a signed statement is included. Reference C\*BLADE SPA P.O. number, manufacture name and part number and revision for each item listed.

12. **MATERIAL ORIGIN AND TEST REPORT** - All raw materials must originate from a domestic source. Supplier shall include a copy of the mill test report which contains the complete chemical and mechanical test data when applicable that has been verified by the supplier as meeting the acceptance requirements of the applicable raw material specification and/or engineering drawing. It is required to have actual test values or range limit data from the raw material producer.

13. **PART/MATERIAL PROTECTION AND HANDLING AND FOD PREVENTION** - The supplier must provide adequate protection for the products on this purchase order during possession, processing, storage and transportation during delivery. The supplier shall also take appropriate measures to prevent FOD.

14. **PRICING** - No work is to be performed prior to price approval from an authorized C\*BLADE SPA Representative. No invoices will be paid for work done without prior approval.

15. **FACILITIES** - The supplier must notify C\*BLADE SPA in writing if there is a change in process or facility location.

16. **COUNTERFEIT PARTS/MATERIALS PREVENTION**

A) For purposes of this clause, Work consists of those parts delivered under this Purchase Order/Contract that are the lowest level of separately identifiable items (e.g., articles, components, materials, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit

or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.

B) SELLER agrees and shall ensure that Counterfeit Work is not delivered to C\*BLADE SPA.

C) SELLER shall only purchase products to be delivered or incorporated as Work to C\*BLADE SPA directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by C\*BLADE SPA.

D) SELLER shall immediately notify C\*BLADE SPA with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by C\*BLADE SPA, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

17. COUNTERFEIT PARTS/MATERIAL PROGRAM - All suppliers to C\*BLADE SPA shall develop, implement and maintain a documented Counterfeit Parts/Material Program according with the requirements of AS6174 as appropriate to their operations. This program will be available for review and verification by C\*BLADE SPA upon request.

#### 18. MATERIAL SUBSTITUTION PROHIBITION

A) Unauthorized Material Substitution (General): Unauthorized material substitutions are not permitted on Buyer's Goods. Unauthorized material substitution includes any deviation from the engineering definition of a raw material. Engineering definition includes Buyer design drawing and applicable specifications, product specification, form, size, shape, chemistry, melt method, origin, temper/condition, product testing or surface finish. Alternate materials specified in the engineering definition (and often described as approved material substitutions therein) do not constitute unauthorized material substitution. Terms and definitions for metallic materials and processing used herein are clarified in ARP1917. Contact Buyer's Authorized Procurement Representative for details regarding deviations to authorized materials. Seller agrees and understands that such deviations only apply to this purchase contract, and only as indicated in the Buyer's authorized document.

B) Metallic Materials (Specific):

Temper or Condition Conversion. Unless specifically authorized by the engineering definition, conversion of a raw material (i.e. heat treat to change the temper or condition of the material) constitutes material substitution of the condition provided by the manufacturer.

Metallic Raw Materials. Buyer's engineering drawings may refer to obsolete or superseded specifications covering several forms, thicknesses, widths, etc. of the alloy or alloys. The required characteristics of these materials are defined not only by the objective test standards of the specification, but by the processes/methods by which this final form is achieved. These requirements are often captured in the definitions of the required material forms, and may not be explicitly called out in the detailed requirements. The raw material certification results from both the process used to make it and the tests to verify basic properties. Seller shall ensure that metallic materials covered by current or obsolete/superseded specifications are produced using the standard industry practices designed strictly for the production of stock to the specified thickness, diameter, width or cross sectional area, achieved by thermo-mechanical processing or casting process. Chemical, electrochemical and mechanical methods used for the removal of surface scale or contamination, or the production of the required surface finish, in accordance with the material specification

are acceptable. Raw material must not be re-certified with respect to thickness, diameter, width or cross sectional area or product form. Machining or cutting of thicker product or other product forms shall not be supplied in lieu of specified product unless specifically authorized by Buyer. Raw material certifications for material or parts shall reflect the form and size of the raw material as originally manufactured by the raw material producer.

C) Specification Supersession: For government specifications and standards canceled after June 1994, Seller and subcontractors at all tiers shall use the last active revision of the canceled specification and standard until an acceptable replacement is included in the requirements of this Contract. Contact the Buyer's Authorized Procurement Representative in the event of any inconsistency in applicable specification or standard.

D) Reports (Full Pedigree from melt to final product): Raw material certifications shall show clear traceability to the manufacturer(s) of the raw material including ingot source, all thermo-mechanical processing (i.e. forging, rolling, drawing, etc.), heat treatment, chemical processing and inspections as required by applicable raw material specification requirements.

E) Chain of Custody (Disguising intermediate ownership): Suppliers shall not disguise the pedigree of material or chain of ownership by removal of a previous supplier's name, nomenclature or identification.

F) Source of Additional Information: Additional information and guidance may be found through the Buyer's Authorized Procurement Representative.

G) The substance of this Article shall be flowed in all subcontracts at every tier.

19. PRODUCT SAFETY - SUPPLIER SHALL SUPPORT PRODUCT SAFETY BY ENSURING ROBUST MANAGEMENT OF SPECIAL REQUIREMENTS, CRITICAL ITEMS AND KEY CHARACTERISTICS. IF THERE ARE CONCERNS WITH RESPECT TO PRODUCT SAFETY, SUPPLIER WILL COMMUNICATE THEM WITH C\*BLADE SPA. IF THERE IS A CONCERN AT THE SUPPLIER'S PREMISES WITH RESPECT TO SAFETY DURING THE MANUFACTURE OF THE PRODUCT, SUPPLIER WILL NOTIFY ITS OWN EMPLOYEES OF THE CONCERN AND WHENEVER POSSIBLE, MITIGATE THE CONCERN.

20. ETHICAL BEHAVIOR - SUPPLIER MUST BE COMMITTED TO THE HIGHEST STANDARDS OF ETHICS AND BUSINESS CONDUCT. SUPPLIER MUST COMPLY WITH THE LAW, HONOR COMMITMENTS, ACT IN GOOD FAITH, AND BE ACCOUNTABLE. SUPPLIER MUST STRIVE TO MAINTAIN FULL COMPLIANCE WITH ALL LAWS AND REGULATIONS APPLICABLE TO THE OPERATION OF THE BUSINESS AND CUSTOMER RELATIONSHIPS. SUPPLIER MUST NOT OFFER, PROMISE, AUTHORIZE, OR PROMISE, DIRECTLY OR INDIRECTLY, ANYTHING OF VALUE (INCLUDING BUSINESS GIFTS OR COURTESIES) WITH THE INTENT OR EFFECT OF INDUCING ANYONE TO ENGAGE IN UNFAIR BUSINESS PRACTICES. SUPPLIER WILL RESPECT THE LEGITIMATE PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY RIGHTS OF CUSTOMERS AND SUPPLIERS AND TAKE PROPER CARE TO PROTECT SENSITIVE INFORMATION, INCLUDING CONFIDENTIAL, PROPRIETARY AND PERSONAL INFORMATION.