



PURCHASE ORDER TERMS AND CONDITIONS

1. General Agreement

The Purchase Order (PO) becomes the exclusive agreement between Strategic Global Aviation (SGA) and Supplier for the goods, subject to the Standard Terms and Conditions contained herein. Any of the following shall constitute Suppliers unqualified acceptance of this PO, (a) acknowledgement of this PO, (b) furnishing of any goods under this PO, (c) acceptance of any payment. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by SGA. Until so accepted, SGA reserves the right to return goods at Suppliers expense in the event of a conflict between the Supplier's terms of acceptance and the PO Terms and Conditions the PO Terms and Conditions shall govern unless SGA agrees in writing to the Suppliers proposed terms, in event of a conflict between the terms of Annex (es) to the PO and the PO Terms and Conditions, the PO Terms and Conditions shall prevail.

2. Format and Content of the External Provider's Delivery Documentation Package_(AS9110C 8.4.3 Section K)

PO Identification

The PO Number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

Delivery

Delivery must be completed within the delivery schedule stated on this PO. Otherwise SGA reserves the right to cancel this PO without liability and to charge Supplier with any loss incurred as result of Suppliers failure to make the delivery within the delivery schedule.

Payment

Supplier shall invoice SGA upon delivery of goods and payment should be made within the stated period after receipt of the invoice. Payment shall be made to the Supplier as stated by supplier policy.

Adjustments

SGA reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such changes and to a submit claim request for an equitable adjustment in the PO price or delivery term caused by such changes.

Packaging

Supplier must provide proper and adequate packaging in accordance best commercial practice, to ensure that the material being shipped to SGA will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperature, salt and precipitation during transit and open storage. SGA reserves the right to reject any shipment that is deemed not to have been packaged adequately.



PURCHASE ORDER TERMS AND CONDITIONS

3. Documentation of Product and Communication of Defect (AS9110C 8.4.3 Section H, I, L)

Material, Tool, Part, or Product Required Documentation

Suppliers will provide all required Certificate of Conformance, Tool Calibration Records, Material Certification, FAA 8130 Form, EASA Form 1, CAAC AAC-0038, and Safety Data Sheets for all Parts and Materials. All documents must follow the accreditation or governing regulatory body over document process formatting and data population provisions.

Communication of Product Malfunctions, Defects, and Unairworthy Conditions

SGA is to be notified by Supplier immediately upon discovery of defect, malfunctions, or unairworthy conditions of parts, tools, materials, or products used in aviation maintenance operations. Supplier must provide SGA with all known spec data of condition of product previously purchased or on current PO.

Supplier's Commitment to Service Conformity and Product Safety

Suppliers are expected to recognize their role in the overall safety of SGA's aircraft maintenance product. A mutually beneficial relationship between supplier and SGA should include ethical behavior such as using only approved parts, reporting defects, performing calibrations to the industry standards, and all other human behaviors that will contribute to the overall service conformity of aircraft.

4. Supplier Operational Requirements and Issuing of Authorities (AS9110C 8.4.3 G, J)

Vendor Audit Approval and Communication of Supplier Changes

SGA requires all Suppliers to fill out a Contract Vendor Audit (Form RS026) to be completed before initial service contract or purchase order and additionally may require a new Form RS026 be completed upon Supplier organizational change. Changes to Supplier's management, ownership, location, and/or quality system may require re-evaluation of the contract maintenance provider. Therefore, any such contract maintenance provider's changes must be expeditiously reported to SGA.

Supplier Operational Requirements

SGA's AS9110C certified Quality Management Systems Manual requires that Suppliers have the following operational requirements in place to be approved as a contracted supplier;

- implement a quality management system;
- use customer-designated or approved external providers, including process sources (e.g., special processes);
- notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
- prevent the use of unapproved parts (see 8.1.5);
- notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval;
- flow down to external providers applicable requirements including customer requirements;
- retain documented information, including retention periods and disposition requirements;



PURCHASE ORDER TERMS AND CONDITIONS

5. SGA's Communication of Change and Control of PO Terms and Conditions

SGA reserves the right to change these Terms and Conditions with out prior notice to external providers. SGA will make every effort to notify Suppliers prior to change however guarantees a notice via email to all approved vendors with in 10 days of changes made to Terms and Conditions. Suppliers are required to follow the most current revision of terms and conditions from the date of notification forward.

Supplier's signature and stamp accepting these Terms and Conditions

Date:

Name, Title