



B/E AEROSPACE LIMITED STANDARD PURCHASE ORDER TERMS AND CONDITIONS

General Information:

This document establishes the Standard Quality Provisions (SQP) guidelines for use in production of B/E Aerospace Limited (B/E Aerospace) Products. The supplier is responsible for complying with the general requirements outlined in this document and specific requirements identified in the purchase order.

The following terms of definitions will be used throughout this document:

<u>B/E Aerospace:</u>	B/E Aerospace
<u>End User:</u>	Canada
<u>Supplier:</u>	A business that provides materials, parts, assemblies, subassemblies, systems, subsystems or services pursuant to the purchase order.
<u>Sub-Tier Supplier:</u>	A business that provides materials, assemblies, subassemblies, subsystems or services to the Supplier for B/E Aerospace orders.

Specifications, Revision Control, Part Substitution: All articles ordered to the Government or B/E Aerospace's drawings and/or specifications shall comply with such drawings and/or specifications current as of the purchase order unless otherwise specified by the B/E Aerospace. Part substitution is not authorized without B/E Aerospace's prior written consent, including part number, description and drawing revision, where applicable.

Changes: B/E Aerospace may at any time by written order make changes or additions within the general scope of this purchase order in or to drawings, designs, specifications, and instructions for work, methods of shipment or packing, or place of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this purchase order, Supplier shall notify B/E Aerospace in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification within fifteen days after Supplier's receipt of notice of the change or within such other period as may be agreed to in writing by the Parties. Nothing herein shall excuse Supplier from proceeding with the purchase order as changed.

Changes to Product or Process by Supplier: Changes to design, materials, processes, or manufacturing location shall not be implemented without written approval by B/E Aerospace. Written notification is required for any significant changes to Supplier's Quality Management System (QMS) on record at the time of approval, Certification Status, Management location or ownership. The Supplier's system shall assure that the latest applicable drawings, specifications, technical requirements, purchase order information, and changes thereto will be available at the time and place of Supplier's acceptance of material. All changes shall be processed in a manner which will assure incorporation on the affected supplies at specified affectivity points.

Part Obsolescence: The Supplier will immediately notify B/E Aerospace in writing of any material or component(s) used in the fabrication or assembly of products supplied to B/E Aerospace. A timetable of obsolescence as well as any recommended substitution or other solution to address the obsolescence should also be included in the notification if known.



Flow-down of Requirements (Sub-Tier Supplier): Where critical processes, characteristics, or features are performed outside the Supplier's facility, the Supplier is responsible for ensuring Sub-Suppliers have an adequate Quality Management System and flow-down of applicable material, processes and testing requirements as defined by B/E Aerospace and/or their customer.

Termination: Without limiting B/E Aerospace's rights to cancel this order for default of Supplier by (a) failing to deliver within the specified time (b) failing to comply with the contract, B/E Aerospace may terminate all or any part of the work under this order and process claims therefore for its inconvenience in accordance with the provisions set forth in current Federal procurement regulations. Supplier shall submit a claim for equitable adjustment within 30 days of receipt of termination notice.

Delivery: Delivery shall be strictly in accordance with the mutually agreed delivery schedule set out or referred to in this order. If Supplier's delivery shall fail to meet schedule, B/E Aerospace, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Supplier's account.

Shipping Instructions: (a) Utilize the shipping acct # specified on the purchase order (b) Not deliver more than 10 days ahead of schedule (except Engineering Samples and NRE) unless authorized by B/E Aerospace (c) Describe shipments in accordance with the carrier's tariffs so as to obtain the lowest applicable freight rate. Do not insure or declare value on shipments unless required. When a shipment is subject to freight rates dependent upon value, annotate the bill of lading, air bill or express receipt to show that the shipment is released at the maximum value, which applies to the lowest freight rate provided in the applicable tariffs. Consolidate all shipments to be forwarded on one day. (d) Articles furnished in excess of the quantity specified or in excess of any agreed upon overage will be retained by B/E Aerospace at no additional cost unless Supplier notifies B/E Aerospace before forty-five (45) days after shipment that it desires the return thereof. Supplier shall reimburse B/E Aerospace for the full cost of returning such over-shipment or a minimum charge of US\$50.00; whichever is higher. No notification will be given to Supplier of any over-shipment unless the value thereof exceeds US\$100.00. (e) No extra charge for packaging shall be allowed unless specifically noted herein. (f) Goods shall be packaged to ensure safe arrival at destination. (g) The container within which the shipping documentation, certifications, test data, and inspection data shall be clearly marked. (h) B/E Aerospace's order numbers and symbols, and identification numbers must be plainly marked on all invoices, packages, bills of lading, packing lists, and shipping orders. Certificates as defined in QWI-021, Supplier and Material Purchasing requirements must accompany the shipment certifying that the articles listed are in compliance to the contract, drawing, specifications and other applicable documents. The Certificate must be validated by an authorized quality representative and include Purchase Order number, part numbers & revisions, quantity and batch numbers as applicable, shipped in new packaging.

Hazardous Materials: Hazardous material shall be properly identified and included on the Material Safety Data Sheet submitted under this contract. Supplier shall supply B/E Aerospace warning labels and instructional materials appropriate to warn persons that come in contact with the material of the hazard and its effects.



Electrostatic Discharge Damage (ESD) Protection: Components and assemblies that are susceptible to electrostatic discharge damage shall be handled and packaged to prevent ESD damage. All units which contain ESD sensitive devices shall be wrapped in a static shielding barrier in direct contact with and fully surrounding the unit. Containers shall be marked as containing ESD devices.

Calibration: A system for the control and maintenance of measuring and test equipment in accordance with N.I.S.T. or equivalent shall be implemented and maintained. The Calibration System shall be documented, accountable, traceable, and provide for initial and re-calibration during the life of the equipment to traceability to the National Institute of Standards and Technology (NIST).

Segregation of Lots: The Supplier will not co-mingle different date codes or production lots, nor combine resubmitted parts with new production parts. Parts may be submitted in one shipment provided the different lots are identified and segregated when transporting time and temperature sensitive product a report recorder must be provided.

Control and Identification of Items with Limited Shelf Life: Items with limited shelf life shall be marked on the item, package, or container with the manufactured date, storage temperature, special handling requirements, and expiration date of the items. All identification markings shall be placed in accordance with applicable specifications. Items which have less than 80% shelf life from manufacturing date remaining will not be delivered or accepted without prior approval.

Nonconforming Material: The Supplier shall not ship or perform material review action on nonconforming material with the intent of delivering nonconforming material without written authorization from B/E Aerospace. B/E Aerospace reserves the right to reject nonconforming products. Furthermore the supplier shall notify B/E Aerospace if a product or article has been released and subsequently found not to conform to the applicable design data within 24 hours.

Inspection: The Supplier shall perform 100% inspection or sampling as appropriate for workmanship, damage, foreign material, plating/finishing anomalies and other visible defects prior to delivery to B/E Aerospace. When suppliers use sampling inspection as a means of product acceptance, the sampling plan shall be justified on the basis of recognized statistical principles and appropriate for use. Inspection/test which cannot be readily examined in the completed products must be performed at the appropriate in-process stages of manufacturing. Adequate records of inspection/test must be maintained by the supplier. First Article documentation for all first manufactured parts must be available upon B/E Aerospace's request.

Records: The Supplier shall maintain adequate records of production, inspections, tests, material certifications and all relevant quality records that provide evidence of conformity to contract requirements and have these records be available for review by B/E Aerospace or



other regulatory authorities for a minimum of ten (10) years FAA or Transport year from completion of the purchase order contract.

Traceability: The supplier is required to provide traceability for all production assemblies and manufactured parts for use in production delivered to B/E Aerospace and all such assemblies and parts must be controlled and uniquely identified of its components. Serial numbers, batch numbers, manufacture history and delivery data must be suitably recorded with all data to support traceability. All parts must be in new condition with full trace to the manufacturer. New surplus parts are not allowed unless clearly stated on the purchase order.

Counterfeit Parts Prevention Control Plan: The Seller is not authorized to deliver any item procured from sources other than OEMs or their Authorized Distributors without prior written authorization from the B/E Aerospace. Seller shall flow down to and ensure compliance with the requirements of this document by, lower tier suppliers providing items for delivery to B/E Aerospace under this order.

Warranty: Supplier warrants that all articles, material and work furnished hereunder will be free from defect in material and workmanship and will conform to applicable specifications, drawings, samples and/or descriptions furnished by B/E Aerospace. The warranties of Supplier, shall run to B/E Aerospace and/or its customers for one (1) year from the date of shipment. B/E Aerospace shall provide written notification of any defect discovered within sixty (60) days of delivery of such Product. Seller's only obligation and B/E Aerospace's sole remedy under this warranty shall be limited to the repair or replacement of the nonconforming warranted product, or any part thereof, solely at the option of B/E Aerospace..

Price Warranty: Supplier warrants that the price charged for the supplies/services specified in this order are equal or better than the selling price(s) that Supplier charges its most favoured customer for the same or similar items, whether sold to the Government or to any other purchaser taking in account the quantity purchased and the terms and conditions of sale for a substantially similar quality and quantity of parts.

Taxes: Supplier's prices shall be exclusive of any federal, GST, PST and/or HST use levied upon, or measured by, the sale, the sales price, or use of goods required in the performance of this purchase order. Supplier shall list separately on its invoice (or voucher) any such taxes and shall make appropriate adjustments to afford B/E Aerospace the benefit of any refund or reduction in such taxes.

Payment: (a) The total compensation for the Work and Goods, as applicable, are set out in this Purchase Order. (b) The compensation as set out in this Purchase Order shall be inclusive of all expenses incurred by Supplier, and of all fees for any subcontractors or suppliers engaged by Supplier in relation to this Purchase Order. Supplier shall ensure timely payment of all such subcontractors and suppliers. (c) Upon satisfactory completion of the performance of this Purchase Order by Supplier, Supplier shall deliver to B/E Aerospace an invoice setting out on the Purchase Order number, the outstanding balance owed, and the calculation of the entire compensation and applicable payments and credits. (d) Within 45 days of receipt of the invoice from Supplier, B/E Aerospace shall pay the amount of the balance properly due to



Supplier, plus GST and PST, as applicable. If payment required sooner Credit Card payment can be done. (e) B/E Aerospace may withhold or set off against any payment due to Supplier any charge, liability or indebtedness owed by Supplier to B/E Aerospace or which under this Purchase Order is to be paid by or charged to Supplier. (f) B/E Aerospace may, as a condition of making final payment due to Supplier, require Supplier to execute and deliver a full and final release and discharge in favour of B/E Aerospace, in such form as B/E Aerospace may prescribe.

Setoff: B/E Aerospace shall have the right at all times to setoff any confirmed and accepted amounts due or payable to Supplier hereunder against any claim or charge B/E Aerospace may have against Supplier.

Right of Entry: B/E Aerospace hereby reserves the right of entry to the Supplier's and Sub-Supplier's facilities for the purpose of reviewing procedures and/or inspection of purchased item(s). This Right of Entry shall extend to B/E Aerospace's customers, Government, or other regulatory agencies. Adequate notification to the Supplier shall be provided in advance of the visit.

Indemnification: To the extent that either Party's agents, employees, or subcontractors enter upon premises occupied by or under the control of the other Party, or any of its customers, or suppliers, in the course of the performance of this purchase order, such Party shall take all necessary precautions to prevent the occurrence of any injury (including causing death) of any persons, or of any damage to any property, arising out of acts or omissions of such agents, employees, or subcontractors; and, except to the extent that any such injury or damage is due directly and solely to the other Party's negligence. Either Party shall indemnify defend, and hold the other Party, its officers, employees, and agents, harmless from any and all costs, losses, expense, damages, claims, suit, or any liability whatsoever, including attorney's fees, arising out of any or omission of such Party, its agents, employees, or subcontractors.

Proprietary Drawings and Data: Supplier shall keep confidential all information, drawings, specifications, or data and return; and upon request, furnished all documents requested by B/E Aerospace. Supplier shall not divulge or use such information, drawings, specifications, or data for the benefit of any other party. Except as required for the efficient performance of this purchase order, Supplier shall not make copies or permit copies to be made without the prior written consent of B/E Aerospace. Supplier shall thereafter make no further use, whether directly or indirectly, of any such data or any information derived there from without obtaining B/E Aerospace's written consent. The obligations of this clause shall survive the completion, cancellation, or termination of this purchase order.

Patents and Design Rights: Supplier warrants that the sale, use, or incorporation into manufactured products of all machines, devices, material, software, and firmware that are not of B/E Aerospace's design, shall be free and clear of infringement of any valid patent, copyright, trade mark, or other proprietary rights. Supplier shall hold B/E Aerospace, its customers and lessees harmless from any and all expenses, liability, and loss of any kind including but not limited to attorney's fees, all costs, expenses, and fees growing out of claims,



suits, or actions alleging such infringements, which claims, suits, or actions Supplier agrees to defend.

B/E Aerospace's Property/Furnished Equipment: Title to all property furnished to Supplier by B/E Aerospace or fully paid for by B/E Aerospace shall remain with B/E Aerospace. Supplier shall not alter or use such property for any purpose or for any other party other than that specified by B/E Aerospace without the prior written consent of B/E Aerospace. Supplier shall keep adequate records which shall be made available to B/E Aerospace upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Supplier's expense. In the event that B/E Aerospace's property becomes lost or damaged to any extent for any cause while in Supplier's possession, Supplier agree to replace or repair such property, at Supplier's expense, in accordance with B/E Aerospace's request. At the completion or any termination of the work for the goods or services for which B/E Aerospace's property was required, Supplier shall request disposition instructions for all such property, or the remainder thereof, whether in its original form or in semi-processed form. Supplier shall make such property available to B/E Aerospace at B/E Aerospace's request, including preparation, packaging, and shipping as directed. Expense for preparation for shipment shall be for Supplier's account and shipment shall be made FOB Supplier's plant. Supplier assumes complete liability for any tooling, articles, or materials furnished by B/E Aerospace to Supplier in connection with this purchase order and Supplier agrees to pay B/E Aerospace for all such tooling, articles or material spoiled by it or not otherwise accounted for to B/E Aerospace's satisfaction. The furnishing to Supplier of any tooling, articles or material in connection with this purchase order shall not, unless otherwise expressly provided, be construed to vest title thereto in Supplier.

Special Tooling: Dies, tools and patterns specially developed for and used in the manufacture of the articles herein ordered shall be furnished by and at the expense of Supplier and shall be kept in good condition and; when necessary, shall be replaced by Supplier without expense to B/E Aerospace. B/E Aerospace may at any time become the owner and entitled to possession of any or all such special tooling acquired or manufactured specially for use in the performance of this order if any portion of the cost of such special tooling is separately stated or included in the price of articles, material or work covered by this order upon Supplier being reimbursed the unpaid amount of Supplier's cost of such special tooling.

Canadian Export Regulations: B/E Aerospace is required by law to comply with all US, NAFTA export regulations with regard to exporting of goods, products, materials, technology, data, etc., up to and including, but not limited to, drawings, e-mails, repair procedures, installation manuals, specification documents or any electronic or written technical data, U.S. and Canadian Export Control.

As a supplier to B/E Aerospace it is essential to communicate to you that our suppliers, vendors, partners and their sub-suppliers are subject to these same regulations. It is important to note that "export" is not limited to the transfer of materials or documentation crossing a country border. An export can also occur when controlled data or hardware is shared in the US or other countries with one or more individuals who are not US citizens or permanent residents and are therefore subject to US export regulations.



The seller agrees to provide to B/E Aerospace for each part number level: 1) the ECCN (Export Control Classification Number); 2) HTS classification number (Harmonized Tariff Schedule); 3) Certificate of Origin or a Manufacturers Affidavit; and 4) a NAFTA Preference Criteria, as applicable for every and all goods, materials, or services provided to B/E Aerospace by seller as part of this agreement. If any goods, materials or services subject to this agreement are subject to ITAR (International Traffic-In –Arms) Control the seller agrees to notify B/E Aerospace in writing prior to execution of this agreement providing the classification for the product or service utilizing the proper USML (United States Munitions List) classification.

If seller intends to conduct quotation work, manufacturing, supplying, or services including engineering services for this RFQ using anyone other than US citizens or permanent US resident aliens, seller must provide advance written notice to purchaser demonstrating detailed method of compliance in accordance with US export regulations.

Hold Harmless: To the fullest extent permitted by law, Supplier shall indemnify and hold harmless B/E Aerospace et al, its agents, directors, shareholders and employees, from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Supplier, anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Supplier acknowledgment of receipt and compliance to B/E Aerospace's standard purchase order terms and conditions.

Signed by a duly authorized representative of the Supplier:

Company Name:		Signature:	
Date: (DD/MM/YY)		Printed Name:	
		Title:	

Please email signed page to your B/E Aerospace Procurement Representative or fax to 1-204-783-5436.