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### PURPOSE

The purpose of the Purchase Order (PO) Terms and Conditions (T&Cs) are to communicate special terms per Training to the purchase of good and services to the supplier and business partners of R.A. Industries.

### SCOPE

This document defines general and process-specific T&Cs for the purchase of goods and services. While all General T&Cs are applicable for every purchase order, the specific T&Cs may be indicated on the bottom of the PO when applicable.

### DEFINITION


The purchase and sale of Goods and/or Services pursuant to a Purchase Order (including any repaired or Replacement Goods provided by Supplier thereunder) are subject to the terms and conditions of a written Agreement by and between Buyer and Supplier under which Buyer submits a Purchase Order. The offer is Accepted by the seller when he/she supplies the requested items. A contract is formed and the seller can Expect payment in return for the delivered goods.

These terms and conditions (“**Terms and Conditions**”) together with a Purchase Order form an “**Agreement**” Between R.A. Industries entity, and the supplying party for the purchase of all Products or Services provided by Supplier, directly or indirectly, to or for R.A. Industries under the applicable Purchase Order. No terms other Than the Agreement will apply to Supplier’s provision of Products or Services, except if the parties have executed a separate written agreement governing the Products or Services (“**Existing Agreement**”).

### GENERAL TERMS AND CONDITIONS

The following general terms and conditions (GTC) apply to all R.A. Industry Purchase order and Contracts, unless Otherwise noted on the face of the PO.

- A. **GTC-1 Right of Entry**  
 The buyer and buyer’s customer and its customer or any applicable regulatory agency will have the Right to enter the supplier’s facility to perform inspection of ensure compliance of the contract.
- B. **GTC-2 Acceptance**  
 Of this order or the initiating of any process or the furnishing of any product or the acceptance of Payment constitutes unconditional acceptance by the supplier.
- C. **GTC-3 Amendments**  
 To this order or R.A. Industries terms and conditions shall be set forth in writing via purchase order change notice and/or revision to the purchase order terms and conditions. R.A. Industries will consider suppliers

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Request to modification of, or exception to, only if such request is made in writing, prior to the Acceptance of the order.

**D. GTC-4 Shipment**

Goods under the PO shall be F.O.B. (free on board) as set forth on the face of the PO. Supplier shall Follow buyer's instructions regarding method of shipment, except where the buyer has so stated Otherwise.

**E. GTC-5 Schedule of delivery**

The delivery date is indicated as "due date" on the PO line item. It is the responsibility of the supplier to Meet the due date as the date when the product must arrive at R.A. Industries and not as shipment date from the supplier. The supplier may not be held liable for delays in respect to delivery delay caused by Freight Company beyond their standard transportation terms. However, if the supplier does not meet the delivery date as depicted on the PO, he may get the buyer approval to revised schedule prior of the Due date. If the supplier fails to inform the buyer the shipment is automatically reported as "late" on the supplier performance report. The buyer has the right to terminate the order without liability for Such termination if the supplier fails to inform the buyer of a late delivery.

**F. GTC-6 Packaging and Protection**

The product shipped shall be in accordance with the R.A. Industries PO stated requirements or best Commercial practices to protect product from damage and/or deterioration. Any customer special Package requirement will be stated on the face of the PO.

**GTC -6.1 Foreign Object Defect (FOD)**

It is the responsibility of the supplier to assure that the product which is provided to R.A Industries or its Customer shall be free of any FOD related to the product and the packaging.


**G. GTC-7 Change notification**

Supplier shall notify R.A. Industries of changes in product and/or process definition where fit, form, function or material type may be affected. The buyer shall have the right to cancel the PO at that time.

**H. GTC-8 Quality Assurance**

The supplier shall comply with the R.A. Industries quality system requirements as specified by the R.A. Industries supplier survey or purchase order. Supplier agrees to implement and maintain the quality or inspection system during the performance of the contract. An authorized certificate of conformance is required with each shipment. Process supplier shall furnish a complete certificate of conformance with each Shipment indicating the PO number, part number and revision, process performed by supplier, name of supplier and quantities conforming to requirements.

Material supplier shall furnish chemical/physical test reports with each shipmen identifying the applicable specifications and revision, actual chemical composition and physical properties, melt, heat-

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batch and/or Lot number.

**GTC-8.1 Traceability**

All parts/materials and applicable documents must be identified by a manufacturing lot or batch number by the supplier.

**GTC-8.2 Record retention**

Supplier shall retain all records pertaining to material / manufacturing process, test and inspection Reports for a minimum of 7 years or as required by the R.A. Industries customer. Changes to this Requirement shall be addressed on the purchase order. Supplier shall notify R.A. Industries prior to destruction.

**I. GTC-9 Testing and Inspection**

Records and certifications for testing shall be provided when requested on the PO.

The supplier shall perform inspection of Goods prior of shipping to R.A. Industries and indicate the Conformance of the product requirements on the certificate of conformance.

**GTC-9.1 “First Article Inspection” (FAI)**

The supplier shall provide an FAI report identifying engineering requirements vs. actual data. The Format used for such report may be in accordance to AS9102 “First article inspection” (FAI) Documentation, or the use of supplier’s own form may be acceptable if all AS9102 elements are Included on the report. One copy of the FAI report shall be furnished to R.A. Industries representing each manufacturing lot.

**GTC-9.2 100% inspection requirement.**

When requested on the PO, the supplier shall perform 100% inspection of noted characteristics on the Drawing provided by R.A. Industries. A record of the inspection results shall be provided to R.A. Industries.

Sampling inspection is not allowed unless specified by R.A. Industries or its customer.

**GTC-9.3 Source Inspection**


R.A. Industries source inspection and/or customer verification is required at supplier facility prior to Shipment when requested on the PO. R.A. Industries will place an inspection stamp on the on the supplier shipper to indicate R.A. Industries acceptance. Contact R.A. Industries at least 48 hours prior to shipment from supplier facility.

**GTC-9.4 Government source inspection**

Is required at supplier facility prior to shipment when requested on the PO. Supplier shall contact R.A. Industries and applicable government representative to arrange for Government acceptance at least 72 hours prior of shipment from supplier facility.

**J. GTC-10 Flow-down of requirements**

Any related requirements for product approval of product procedure, process and equipment as stated By the PO. Product and document shall have positive identification related to the PO specifications,

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Drawings, process requirements, inspection instructions and other relevant technical data. Suppliers shall flow down the requirements listed on RA Industries purchase orders including customer requirements to their entire supply chain for any services or products that affect RA Industries orders.

**K. GTC-11 Non-conformances**

It is the responsibility of the supplier to inform R.A. Industries when it has been determined that the product is Non-conforming prior of shipment to R.A. Industries. The buyer has the right to cancel PO in such case within 48 hours of communication.

**L. GTC-12 Counterfeit Prevention**

RA Industries will not accept counterfeit or suspected Counterfeit products. All products must be provided by original manufacturers or authorized distributors. RA Industries will accept original manufacturer or authorized distributor COC for the products provided as proof they are legitimate.

**M. GTC-13 Awareness**

Suppliers shall ensure persons performing work affecting RA Industries products are aware of:

- Their contribution to product or service conformity
- Their contribution to product safety
- The importance of ethical behavior

**N. GTC-14 Monitoring of Suppliers**

RA Industries suppliers shall be measured against a goal of 95% Quality and 90% On Time Delivery. RA Industries may determine to flow down a corrective action request any time a supplier is below the goal or as deemed necessary. Suppliers may be subject to removal from RA Industries approved supplier list if the supplier does not respond to the corrective action request in a timely manner.


**O. GTC-15 Delegation of Test Report/Chemical Analysis**

Delegation for verification and approval of test report/chemical analysis content to specified standards is applied to all suppliers of raw materials and services which generate such reports. Acceptance of this purchase order indicates acceptance of these responsibilities.

**SPECIFIC TERMS AND CONDITIONS**

**A. STC-1 Supplier Quality System**

Supplier shall implement and maintain a quality management system in compliance with AS9100 or ISO9001 or similar program.

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**B. STC-2 Tooling**

Furnished by R.A. Industries shall be maintained indoors. The supplier is responsible to ensure adequate care is utilized within their facility to maintain the tooling in good working condition. Any damages to this Tooling, while in the care of the supplier shall be reported to the R.A. Industries buyer in writing. R.A. Industries shall disposition damaged tooling prior to further processing by the supplier. Supplier rework of R.A. Industries -furnished tooling shall be authorized in writing by the R.A. Industries buyer.

**C. STC-3 Test Specimens**

Shall be required when there is a design approval from R.A. Industries or R.A. Industries customer, inspection, investigation or auditing.

**D. STC-4 Age sensitive material**

Certificate of conformance for age sensitive material shall contain the following as a minimum. Date of Manufacturing, shelf life expiration date / shelf life span and storage conditions to achieve full shelf life. Shipment with less than 75% remaining shelf life is not acceptable.

**E. STC-5 Hazardous Material**

Supplier agrees to furnish the applicable material safety data sheets (SDS) with each shipment, for Products designated by Industry, State or Federal Agencies as hazardous material.

**F. STC-6 ITAR**

Should the PO indicate ITAR requirements, it is the responsibility of the supplier to assure that the Requirement is assured by the supplier and flowed down to any of the sub-tier supplier.

**G. STC-7 DFAR**

Should the PO indicate DFAR requirements, it is the responsibility of the supplier to assure that the Requirement is assured by the supplier and flowed down to any of the sub-tier suppliers.

**CONSULTATION**

For further inquiries about the R.A. Industries terms and conditions, please contact our Quality Assurance Manager. All general PO terms and conditions apply to each purchase order. Applicable product specific PO terms and Conditions must be communicated to the supplier on the face of the purchase order.

The terms and conditions also can be found on the R.A. Industries website under capabilities - quality certifications:

<http://ra-industries.com/wp-content/uploads/2014/04/PurchaseOrderTermsandConditions.pdf>

**REFERENCE DOCUMENTS**



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P003	Purchase Order Procedure

GLOSSARY OF TERMS	
Term	Description
ITAR	International Traffic in Arms Regulations
DFAR	Defense Federal Acquisition Regulation
SDS	Safety Data Sheets

DOCUMENT CHANGE HISTORY				
Rev.	Date:	Originator	Description of Change	Approval Signature
00	9/2013	Bill Kavadeles	Initial Release of draft review	
A	4/2016	Almut Szamosi	Restructure layout and updated contact names	
B	05/2018	Almut Szamosi	Updated to reflect the requirements of AS9100D	