



**ABRAMS AIRBORNE MANUFACTURING, INC.**

3735 N. ROMERO RD. • TUCSON AZ 85705 • (520) 887-1727

# **PURCHASE ORDER TERMS & CONDITIONS**

The following terms and conditions set-forth apply to all purchase orders created by Abrams Airborne Mfg, Inc. Any deviations from these terms and conditions must be expressed in writing and signed by both Abrams Airborne Manufacturing, Inc. and Supplier to be accepted in lieu of these terms and conditions.

## **A. TERMS:**

1. Terms will be assumed to be Net 30 days unless expressed in writing by the Supplier ([See Payments](#)).
2. Shipping point is assumed to be Freight on Board-Destination unless expressed in writing by Supplier.

## **B. ACCEPTANCE:**

1. Receiving and acceptance of parts from the Supplier or shipping company is stating that the parts have been received in an appropriate matter and that there is not visible damage to the shipment. This, in no terms, implies that the received product has been accepted and approved by quality control. All parts received into our facility are subject to a full quality examination.
2. Receiving and acceptance of a shipment, in no terms, imply that we agree that the product is acceptable for production, nor does it apply that we confirm the accuracy of the shipped quantity. Parts are subject to a quality examination and an inventory evaluation to verify the shipment agrees with the shipping paperwork. (And the purchase order?)
3. Each shipping container will be properly marked with the product part number, revision, quantity, and description.
4. Certification of compliance documentation must accompany all shipments ([See Certification of Compliance](#))
5. Shipments may be refused and returned to the Supplier, at their expense, on any shipment deemed not acceptable to our terms or conditions.
6. All Suppliers will notify Abrams Airborne Manufacturing, Inc. of any changes in product and/or process definition and/or changes in suppliers. Suppliers are required to obtain Abrams Airborne Manufacturing, Inc. approval before shipment of that product.
8. Any shipments deemed unacceptable the Supplier will receive notification of nonconformance by personnel of Abrams Airborne Manufacturing, Inc.
9. All Suppliers will notify in writing Abrams Airborne Manufacturing, Inc. of flow down to sub-tier suppliers when applicable to orders pending with Supplier.



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10. All Suppliers will notify Abram Airborne Manufacturing, Inc of any nonconformance of product even after the delivery and acceptance of purchased product.

**C. RIGHT OF ACCESS:**

1. Right of Access (at any reasonable time) will be granted to the Abrams Airborne Mfg, Inc. customer, company personnel, and cognizant government representatives to any location where work is being performed (including sub-tier supplier locations) under this purchase order.

**D. PAYMENTS:**

1. Payments will be honored as listed above once all terms and conditions are met. Payment aging will begin only once the following has been accomplished:

- A) All parts are received and are approved for production
- B) Certification of compliance records and/or material test reports are received and are correct
- C) Any other special requirements, as listed on the purchase order, are performed and documented correctly

2. Backorders will not be accepted for payment. Suppliers may, at their own discretion, deliver partial shipments to our facility. Invoice aging, however, will not begin until the full ordered quantity has been received and all applicable requirements have been fulfilled.

3. Abrams Airborne Mfg, Inc. will pay for only quantities that were ordered. A Supplier, at its own discretion, may ship an overrun of parts; however, Abrams Airborne Mfg, Inc. will issue payment for only the quantity that was requested.

**E. CERTIFICATE OF COMPLIANCE:**

1. Abrams Airborne Mfg, Inc. requires certification of compliance for all products received into our facility. We do not require our Suppliers to be certified under ISO 9001, but we do require that the Supplier follow the clauses set-forth by ISO-9001 and maintain a quality system accordingly. The Supplier must also ensure that all quality requirements flow down to all sub-tier suppliers on all applicable pending orders.

2. Abrams Airborne Mfg, Inc. reserves the right to request additional inspection records and test reports as deemed necessary.

3. Abrams Airborne Mfg, Inc., their agents and all Regulatory Agencies will have right of access to all facilities and to all applicable records regarding Abrams Airborne Manufacturing, Inc. orders.

4. Abrams Airborne Mfg, Inc. reserves the right to audit and verify the Supplier quality system and procedures at their facility.

5. Suppliers must submit a certification of compliance with all shipments that includes the following:

- A) Product part number, description, revision, and lot quantity



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- B) Supplier lot number or job number (for traceability)
- C) Customer purchase order number and release number or date
- D) Statement confirming that all specifications and standards are met
- E) Signature from quality control

### **F. GENERAL FABRICATION & MACHINING SUPPLIERS**

1. Suppliers should submit a certification of compliance with all shipments as described in the general requirements as listed in Section E, [LINE # 5](#).
2. Suppliers who perform additional services other than machining and fabrication should keep proper certification and test reports for all "added-value" services that they provide. These certifications and test reports must comply as describe in detail for each type of services listed in these terms and conditions.

### **G. RAW MATERIAL SUPPLIERS**

1. All suppliers are required to provide certification of compliance and mill test reports for all material that is shipped to our facility. These reports should include the following:
  - A) General requirements as listed in Section E, [LINE # 5](#).
  - B) Exact description of material shipped; size, grade, condition, and specification (ASTM, AMS, Etc)
  - C) Chemical and mechanical composition (Mill Certs).
  - D) DFAR and/or Domestic statement on cert as required.

### **H. PAINTING, HEAT TREAT, PLATING & RELATED SUPPLIERS**

1. Suppliers who provide these types of services are required to provide certification and test reports for all shipments that enter our facility. These reports should include the following:
  - A) General requirements as described earlier
  - B) Exact media used on the components; exact specification(s) (paint per MIL-C-....., etc)
  - C) Media batch number; the media manufacturer usually provides this
  - D) Required test data as listed in the required specification(s)
  - E) Inspection reports listing the thickness for each media coat
  - F) Test result such as salt spray testing, scribe tests, wet adhesion, etc
  - G) Inspection reports listing case hardening depth, coating thickness, etc.
  - H) Listing critical characteristics such as hardness, smoothness, etc.

### **I. WELDING SUPPLIERS**

1. All welding, unless otherwise specified, will be in accordance with ASW D1.1. Supplier must have evidence of certification within this specification. Certification and test reports should include:

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- A) General requirements as described earlier
- B) Welding process and electrodes used
- C) List compliance and certification of special requirements such as ultrasonic or dye penetrant inspection
2. Supplier must retain employee AWS certifications and release this information to Abrams Airborne Mfg, Inc. upon request.
3. The Supplier must retain calibration and compliance certification of its welding equipment in accordance to AWS
4. At minimum, Supplier's inspection of product should comply with the specifications as listed below. This is not, in any terms, a complete list of specifications that are required. AWS D1.1 or the required specification will provide detailed information on the exact procedures and specifications that are required for each job:
  - A) AWS PHB 6- Handbook for visual inspection for ASW D1.1
  - B) AWS WI- Welding inspection handbook
  - C) AWS A2.0- Welding symbols
  - D) AWS A2.4- Standard symbols for welding examination
  - E) AWS A3.0- Standard Welding Terms and Definitions
  - F) AWS A5.0 Series- Filler metals and rework specifications
  - G) AWS A5.1 Series- Welding electrodes

### **J. GENERAL SUPPLIERS (PURCHASE PARTS & SUPPLIES)**

1. Suppliers will be required to meet all the general requirements as described in Section A, B, C, and D as well as additional requirements as described on the purchase order.

### **K. RECORD RETENSION**

1. Suppliers shall maintain quality records which provide evidence that processes meet requirements or conformity to requirement is evident. Quality records must be legible, Identifiable, appropriately stored to protect from damage deterioration or loss, and easily retrievable for review.
2. Supplier shall retain Quality records for a period not less than seven years from the completion of purchase order. Suppliers shall flow down this to sub tier suppliers.

### **L. ITAR REGULATION**

When notified by AAMI that the technical data required to perform this contract is subject to the United States International Traffic in Arms Regulations (ITAR), the supplier shall comply with the following:

1. The technical data shall be used only in performance of work required by this contract: and
2. The data shall not be disclosed to any other person, including lower-tier subcontractors within the same country, unless said person is expressly authorized pursuant to an export license or

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export agreement. The restrictions on the disclosure of export controlled data apply to data both furnished by AAMI and to any such data incorporated in documents generated by Supplier; and

3. Any rights in the data may not be acquired by the Supplier or any other Non-U.S. Person; and
4. Supplier shall return, or at AAMI's direction, destroy all of the technical data exported to Supplier pursuant to this Contract upon fulfillment of its terms.
5. Unless otherwise expressly directed by AAMI, shall deliver work only to AAMI.
6. In compliance with ITAR, Supplier is registered with the United States of Defense Trade Controls.

### **M. COUNTERFEIT PARTS / HARWARE**

Supplier warrants that the goods delivered pursuant to this Purchase Order shall be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), collectively, the Original Manufacturer (OM)) or an authorized OM reseller or distributor; not be or contain Counterfeit Items, as defined below; and contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that:

1. Are an illegal or unauthorized copy or substitute of an OM item;
2. Are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture;
3. Do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design;
4. Have been re-worked, re-marked, re-labeled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new;
5. Have not passed successfully all OM required testing, verification, screening, and quality control processes; or
6. An item with altered or disguised documentation, package labeling, or item marking intended to mislead a person into believing a non-OM item is genuine, or that an item is of better or different performance when it is not.

### **N. EEO and AFFIRMATIVE ACTION POLICY**

Abrams Airborne Manufacturing, Inc. (AAMI) is an equal opportunity employer. It is the policy of Abrams Airborne Mfg., Inc. not to discriminate and to take Affirmative Action to employ and to treat equally in employment all persons, regardless of race, color, sex, sexual orientation, gender identity, religion, national origin, age, genetic information, disability or a protected veteran or any other characteristic protected by law.

This policy shall apply to all employment actions, including but not limited to recruitment, hiring, upgrading, promotion, transfer, demotion, layoff, recall, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship should any apprenticeship programs be established. Employees and applicants of Abrams Airborne Mfg.,

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Inc. will not be subjected to harassment or retaliation on the basis of race, color, sex, sexual orientation, gender identity, religion, national origin, age, genetic information, disability or protected veteran.

In furtherance of its policy of Affirmative Action and Equal Employment Opportunity, Abrams Airborne Mfg, Inc. has developed a written Affirmative Action Program which sets forth the policies, practices, and procedures which Abrams Airborne Mfg, Inc. is committed to applying in order to ensure that its policy of non-discrimination is accomplished.

Pursuant to Executive Order 11246, as amended, you are advised that under the provisions of government contracts and in accordance with the Executive Order, contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity regardless of race, color, sex, sexual orientation, gender identity, religion, national origin, age, genetic information, disability or a protected veteran or any other characteristic protected by law. We assume that your commitment to equal opportunity employment is reflected in the composition of your company's workforce and urge your company to participate in an affirmative action program to overcome underutilization.

**O. ABRAMS AIRBORNE MANUFACTURING, INC. REQUIRES THAT EXTERNAL PROVIDERS ARE AWARE OF:**

- 1.) Their contribution to product or service conformity.
- 2.) Their contribution to product safety.
- 3.) The importance of ethical behavior.