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All T&C (general and quality) apply to outsourced product unless noted to the contrary on the PO.

**GENERAL: TERMS AND CONDITIONS –**

**1) Acceptance of Purchase Order**

This Purchase Order supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and, together with any Exhibits, Attachments, and/or Change Orders issued hereunder, constitute the entire agreement between the parties. This is an agreement that the buyer’s (Lynn Welding) offers to the seller (vendor/supplier) has been accepted. Commencement of work on behalf of the seller, in any way; is evidence to agreement of this order as written. Acknowledgement or acceptance of payment shall be considered as an agreement to this order.

**2) Termination of Purchase Order**


- a) Lynn Welding may terminate a purchase order at any time by written notice to the seller.
- b) Upon receipt of termination, in writing and from Lynn Welding. The seller shall immediately: (I) stop all work; (II) Send a list of all purchased items, completed work and partial work (III) Deliver any completed work; and Deliver any Work-In-Process if requested by Lynn Welding.
- c) If Lynn Welding does cancel an order, Lynn Welding will compensate the seller for all material, estimated labor and reasonable profits.

**3) Gratuities/Kickbacks**

No gratuities (in the form of entertainment, gifts or otherwise) or monetary kickbacks shall be offered or given by SELLER to any employee of Lynn Welding for the purpose of obtaining or rewarding favorable treatment as a supplier. This prohibition does not apply to customary business courtesies of a normal intrinsic value (defined as \$50.00 or less) such as a lunch or dinner meal while discussing business, or snacks and refreshments provided during a business meeting.

**4) Quality Control Issues**

SELLER shall provide timely notification (within 24 hours) to Lynn Welding of known nonconforming articles caused by internal or external processes that may affect the quality and (or) airworthiness of the Article. The report shall include, but is not limited to, a description of the full technical discrepancy, articles affected, part numbers and dates the article was delivered to Lynn Welding. Containment actions must be initiated immediately by the seller.

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## 5) Substitutions

Seller shall not substitute any material, processes or any other applicable article as required in this purchase order unless approved by, in writing by Lynn Welding

## 6) Timely Performance

- a) Timely performance according to this purchase order is imperative
- b) Failure of the seller to deliver goods on time according to this purchase order will be considered a breach of this agreement
- c) If the seller does anticipate a failure to deliver on time, Lynn Welding must be notified in writing. At the time of receiving this purchase order, it is the seller's responsibility to observe and confirm the due date on this purchase order,

## 7) Indemnity Against Infringement


Unless Lynn Welding is associated with full design and engineering of, materials, services, equipment, parts and other items provided by SELLER pursuant to this Purchase Order, the seller shall at its expense defend, indemnify, and hold Lynn Welding and its customers harmless against any claim of patent, copyright, trademark or trade secret infringement provided that timely notice of such claim is given to Seller.

## 8) Right of Entry

Lynn Welding may send its representatives to the seller's facility during the fabrication period to review project status. Representatives of Lynn Welding, its customer, and/or Government agencies may inspect and evaluate, at all stages of the supply chain, the Seller's quality system, data, all records, equipment, personnel, completed parts, sub-assemblies, assemblies and work-in-process.

## 9) Warranties

Seller will warrant to Lynn Welding, and Lynn Welding's customers a product, its related material, services and processes for a period of 36 months after delivery.

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### 10) Property of Lynn Welding

- a) All drawings, tools, jigs, fixtures, dies that are supplied to and/or paid for by Lynn Welding are and will become the property of Lynn Welding.
- b) All drawings, tools, jigs, fixtures, dies that are supplied to and/or paid for by Lynn Welding shall be returned to Lynn Welding with traceable documentation in the form of pack lists.

### 11) Governing Law

State and Federal Courts in the State of Connecticut shall have exclusive jurisdiction over any disputes or claims arising out of this agreement, the interpretation of which shall be governed by the substantive laws of the State of Connecticut. Seller consents to the jurisdiction of such courts.

### 12) Force Majeure


The obligations of both the seller and Lynn Welding under this agreement are subject to any delays or cancellations caused by any condition or occurrence beyond the control of the performing party, including but not limited to strikes, fires, riots, wars, acts of God, inability to obtain materials or intervening government regulation.

### 13) Code of Conduct

Lynn Welding holds itself to a high standard of ethical, moral, fair and impartial qualities. If the seller believes and has reason to do so, that an employee of Lynn Welding has or is engaged in un-ethical behavior, the seller shall notify Lynn Welding immediately. It is the expectation of Lynn Welding the seller will also conduct its business in the same manner, including upholding their contribution to product or service conformity, product safety and the importance of ethical behavior.

### 14) Proprietary Information

The seller shall keep confidential all data, drawings, tooling, process, software, equipment and any other items that are a part of this purchase order. Seller shall ensure that's its vendors also adhere to the same standards of any work that may be subcontracted that is a part of this purchase order.

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**15) Defense Priority Rating.**

When an order is a rated order, certified for National Defense use, the Seller shall follow all the requirements of the Defense Priorities and Allocations Systems Regulation (15 CFR Part 700). Including accepting or rejecting this Contract in writing within ten working days after receipt of DO rated or five days after receipt of DX rated. If rejected, the reason(s) for such rejection shall be included in the notice to the Buyer.

**16) Export/Import Controls (ITAR)**

Lynn Welding is International Traffic in Arm Regulations (ITAR) and Export Administration Regulations (EAR) compliant. Documents may contain technical data that is controlled in compliance with the ITAR and/or EAR. Without approval from the U. S. Department of State, the transfer or release of this technical data to a foreign person or entity, whether manufactured within the United States or abroad, is strictly prohibited. More information on ITAR and EAR compliance can be found at the following web address: [www.pmdtc.state.gov/](http://www.pmdtc.state.gov/) .

**17) Counterfeit Parts Avoidance**


Supplier shall ensure that controls are in place to reduce and mitigate the risk of counterfeit components and/or assemblies from Lynn Welding in compliance with AS6174, or equivalent applicable standard, and their Quality Management System. This procedure outlines the process of procuring parts from reliable sources, assuring authenticity and conformance of procured parts, controlling parts identified as counterfeit and reporting counterfeit parts to Lynn Welding and Government Investigative authorities. Any questions should be referred to Lynn Welding.

**18) Foreign Object Damage (FOD)**

Supplier shall comply with NAS412, or equivalent standard, to prevent Foreign Object Damage (FOD) to manufactured products. Supplier shall establish and maintain an effective FOD prevention program through a Continual Improvement approach that proactively addresses and controls the events (conditions and actions) leading to FOD.

**19) Raw Material**

All material certifications must be made according to the latest specification revision, which are in effect at the time of order placement. If you are unable to comply, Lynn Welding must be notified before processing can begin. AMS, AS and similar industry standard specifications are available at the following web address: [www.sae.org](http://www.sae.org).

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## QUALITY CLAUSES: TERMS AND CONDITIONS

### Q1 Records:

The seller is required to retain records for a minimum of seven years or as specified by customer requirements and specifications.

### Q2 Quality System:

The seller shall maintain a quality system equivalent to ISO 9000, AS 9100, or NADCAP. If the seller does not have a quality systems in accordance to this requirement, Lynn Welding may, at their discretion only, do business with the seller. Evidence of a quality system must be sent to Lynn Welding when beginning business with Lynn Welding. If there is a change in the quality system, status of the system, or management personnel of the quality system, the seller must notify Lynn Welding immediately

### Q3 Calibration:

The seller shall maintain a calibration system that is compliant with ISO/IEC 17025:2005(E), ANSI/NCSL Z540.1-1994 (R2002), ANSI/NCSL Z540.3-2006, ISO 10012:2003(E) and the needs of our customers and/or external registration bodies.

### Q4 First Article Inspections:


The seller shall, when required on the purchase order, submit a full First Article inspection in accordance with AS9102 (latest revision). Lynn Welding must approve the first article inspection, in writing, prior to beginning the production lot

### Q5 Certificate of Conformance/Certifications/MTRs:

The Seller shall supply to Lynn Welding a certificate of conformance, when required on the purchase order, for all materials, processes, requirements of this purchase order, including blueprint requirements and the requirements of applicable specifications. When raw material is supplied by the seller, a physical and chemical test report (or MTR) shall be supplied with each shipment. Test reports shall be traceable to the material, legible, and include the material designation, specification and revision letter (material must be certified to latest revision in effect at the time of shipment), results of all specified testing requirements, the mill heat number, and any other requirements specified on the Purchase Order.

### Q6 Approved Suppliers/Movement of Work:

The seller shall be responsible for assuring that all suppliers being used for this purchase order are approved by the end user. The seller shall notify Lynn Welding if it will be subcontracting work to any of its suppliers prior to issuing a purchase order.

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**Q7 Nonconformances:**

All nonconforming product must be segregated by the supplier and tagged immediately. Lynn Welding must be notified within 24 hours of the seller becoming aware of a nonconformance. The nonconforming articles must remain at the seller’s facility and be contained from any other product. Upon written approval from Lynn Welding, the seller shall send the nonconforming articles back to Lynn Welding. The nonconforming product shall be tagged and shipped separately of any conforming articles. The seller shall, at the request of Lynn Welding, perform a full Root Cause Analysis, Corrective Action Request with a description of how the nonconforming articles are contained.

**Q8 Changes to Work:**

The seller shall not make any changes to the items of this purchase order. A change is any deviation from the drawings, specifications and requirements of this purchase order. If there are production difficulties that may constitute a change, those issues must be clearly expressed in writing and include the requested change, reason for the change and how the change would be applied to the product. Only upon written approval from Lynn Welding or its customers will changes be allowed.

**Q9 Document Control:**

The seller shall have an effective system to maintain control of drawings, specifications, production plans, travelers, and other technical documents. The system must include a means to identify and remove documents which are obsolete, worn, or defaced.

**Q10 Flow Down:**

The seller shall flow down all requirements of this purchase order to their subcontractors. It is the responsibility of the seller to verify that requirements are flowed down, that the seller’s subcontractor is meeting the requirements and that the seller’s subcontractor is approved by the prime, regulatory body, or Lynn Welding.

**Q11 Responsibility for PO Compliance:**

Lynn Welding verification activities performed at any level of the supply chain does not absolve the external provider of its responsibility to provide acceptable processes, products and services and to comply with PO requirements.