

GENERAL TERMS AND CONDITIONS, GOVERNING ALL PURCHASE ORDERS FROM

SASMOS HET TECHNOLOGIES LIMITED, BANGALORE, INDIA – EOU/SEZ/DTA PLANTS (Referred as **SASMOS** below),

AND

FESIL AEROSPACE TECHNOLOGIES LIMITED, BANGALORE, INDIA (Referred as **FESIL below)**

1. Acceptance & Modification

This Purchase Order is for the purchase of goods, services, or both as described on the face of this document (collectively, "Goods") and is issued by the SASMOS/**FESIL**

This Purchase Order is deemed accepted when Supplier returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier. In case there is no response received within 1 week of transmitting the Purchase Order, the Purchase Order is deemed to have been accepted.

SASMOS/**FESIL**/ rejects any additional or inconsistent terms and conditions offered by Supplier at any time. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All contract documents related to this Purchase Order are interpreted together as one agreement. No change to or modification of this Purchase Order will be binding upon SASMOS/**FESIL**/ unless in writing, specifically identifying that it amends this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of SASMOS/**FESIL**/. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to SASMOS/**FESIL**/ for resolution. Each party represents that it is duly organized and authorized to perform all obligations under this Purchase Order.

2. Delivery, Shipment and Packaging

Supplier will deliver Goods in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by SASMOS/**FESIL**/.

SASMOS/**FESIL**/'s acceptance of Suppliers notice will not constitute to waiver of any supplier obligations. If the delivery schedule is endangered for any reason other than SASMOS/**FESIL**/'s fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method.

SASMOS/**FESIL**/ reserves the right to reject, at no expense to SASMOS/**FESIL**/, all or any part of any delivery that varies from the quantity authorized by SASMOS/**FESIL**/ for shipment. Any excess quantity shipped beyond the PO scheduled quantity will not be accounted as received nor will it be considered for payment. Such items, if any shipped in excess SASMOS/**FESIL**/ PO scheduled quantity may be collected by the supplier from our premises at his expense within a maximum timespan of 48 hours of receipt of goods at SASMOS/**FESIL**/. SASMOS/**FESIL**/ does not take any responsibility to safeguard these excess quantities after this stipulated period.

Supplier will not make any substitutions without SASMOS/**FESIL**/'s prior written approval. All items will be packaged according to SASMOS/**FESIL**/'s instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. The product has to be Airworthy or Seaworthy as requested in the Purchase Order. Items shipped in advance of SASMOS/**FESIL**/'s delivery schedule may be returned at Supplier's expense.

Suppliers is required to mentioned SASMOS/**FESIL**/ Part no and part should be as per latest drawing revision/datasheet, purchase order no & PO line no in supplier's invoices against each item.

Supplies against two or more SASMOS/**FESIL**/ Purchase Order should not be clubbed under a single invoice. Shipment against every SASMOS/**FESIL**/ Purchase Order is to be made under separate Invoices only.

Supplier will provide a notification for shipment in advance of 72 hours and obtain the confirmation from SASMOS/**FESIL**/ before handing over the consignment to a carrier for transporting the goods.

For any quantity received short in the consignment, the supplier is liable to bear the charges incurred for the same.

SASMOS/**FESIL**/ encourages supplier to use Environment friendly packing materials for goods packing which can be recycled and reused,

3. Notice of Delay

Supplier must immediately notify SASMOS/FESIL/ in writing with all information relating to any delay or threatened delay of the timely performance of this Purchase Order.

4. Liquidity Damages

If the Supplier fails to deliver as per the Confirmed schedules mentioned in the PO, SASMOS/FESIL/ has rights to invoke liquidity damages clause. Should the supplier fail to deliver the material or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the confirmed schedule value per week to a maximum of 10%. Any Liquidity Damages claimed by our customer due to products supplied by our supplier will be charged back to our component/services supplier.

5. Price

Supplier will furnish the Goods at the prices stated on the face of the Purchase Order. To the extent SASMOS/FESIL/ has not received from Supplier all applicable forms regarding compliance with applicable tax law, SASMOS/FESIL/ reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that SASMOS/FESIL/, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

6. Quality Assurance Requirements

COC: All material supplied by must be certified for conformance to relevant standards/ specifications and Suppliers should mention the revision number of each part in the COC.(where applicable)

It is Mandatory for the Certificate of Conformance (COC) to be sent with all shipments. If the COC is not received along with the shipment, the lot will not be accepted in our ERP system and the payment cycle will start only after the COC is received. For advance payment if any, COC is a pre-requisite along with the Proforma Invoice for effecting advance payment.

Traceability: All material must be traceable to supplier's batch / invoice number.

Record retention: Retention period is based on Project specific & SASMOS/FESIL/'s Customer specific Requirement. Unless otherwise specified in SASMOS/FESIL/ PO, it is deemed to be 8 years. In case the retention period is specified in SASMOS/FESIL/ PO, this overrides the standard retention period of 8 years. In case SASMOS/FESIL/ does not receive any confirmation within 7days from date of PO receipt, We consider it as your acceptance for said requirement. Following records are required to maintain as a minimum:

1. Purchase records along with traceability
2. Manufacturer test and special process control records
3. Process validation records for special processes
4. Compliance to Mandatory requirement of process Specification/MIL spec on workmanship & Hardware as applicable
5. Calibration records of related Inspection, test and Measuring Equipment
6. Non-conformance and corrective action reports

Right of audit: SASMOS/FESIL/ reserves the right to audit your and your manufacturer's facility, upon advance information.

Right of Access: You are required to provide access to SASMOS/FESIL/ and its customers and/ or regulatory authorities to all your facilities and all applicable records.

All applicable requirements for the Suppliers must be passed down to sub tier suppliers, including key characteristics where required. Work instruction for special process to be approved by SASMOS/FESIL/ & also displayed and referred at place of production.

Quality Alert: If nonconformity is found after delivery of product & supplier is required to notify SASMOS/FESIL/ within 24hrs of such finding.

7. Inspection

All Goods may be inspected and tested by SASMOS/FESIL/, its customers, higher-tier contractors, and end users at all reasonable times and places. If an inspection or a testing is made on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to SASMOS/FESIL/ during the performance of this Purchase Order, and for such longer periods if specified by SASMOS/FESIL/.

Final inspection and acceptance by SASMOS/FESIL/ will be at destination unless otherwise specified in this Purchase Order. SASMOS/FESIL/ may inspect all or a sample of Goods, at its option, and may reject all or any portion of the Goods if SASMOS/FESIL/ determines them to be defective or nonconforming within one year of delivery. If SASMOS/FESIL/ performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Goods are defective or nonconforming, SASMOS/FESIL/ may, by written notice to Supplier rescind this Purchase Order as to the Goods; accept the Goods at an equitable reduction in price; or reject the Goods and require the delivery of replacements.

Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver replacements promptly as per dates communicated in writing by authorized SASMOS/FESIL/ personnel, SASMOS/FESIL/ may correct any retained defective or

nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause.

8. Ownership

SASMOS/FESIL/ will be the exclusive owner of all the goods / deliverables and services.

Supplier irrevocably assigns and transfers SASMOS/FESIL/ all the worldwide right and title-to, and interest in the goods/deliverables including all associated intellectual property rights specifically developed for SASMOS/FESIL/.

All fixtures / jigs tools specifically developed for this order, shall be property of SASMOS/FESIL/ and shall be returned to SASMOS/FESIL/ once the order is completed.

9. Setoff

SASMOS/FESIL/ may deduct any amount owing from Supplier to SASMOS/FESIL/ as a set off against any amount owing to Supplier under this Purchase Order.

10. Changes

SASMOS/FESIL/ shall, by written or electronic notification, direct changes in the drawings, designs, specifications, work movement, change in process or product configuration, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized SASMOS/FESIL/ procurement representatives may issue changes to the Purchase Order.

If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at SASMOS/FESIL/'s option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to SASMOS/FESIL/ within 30 days from the date of the receipt by Supplier of the SASMOS/FESIL/- directed change to the Purchase Order.

Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

11. Design and Process Changes

Supplier will make no changes to the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of SASMOS/FESIL/'s procurement representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

a) Test reports must be checked 100% against Supplier's requirements and applicable specifications.

b) Unless otherwise specified within a Boeing material specification (e.g., purchaser test requirements) or suppressed by D1-4426 (1000 series process codes), SASMOS shall periodically validate test reports for raw material accepted based on test reports. That validation must be accomplished by SASMOS or other independent party through periodic, scheduled tests of raw material samples. Schedules for frequency of tests by SASMOS / SASMOS subcontractor shall validate the raw material once in 2 years.)

12. Stop Work

At any time by written notice and at no cost, SASMOS/FESIL/ may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days (Stop Work Order), and for any further period as mutually agreed. Immediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. At any time SASMOS/FESIL/ may, in whole or in part, either cancel the Stop Work Order or terminate the work under this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work

13. Cancellation

This PO may be terminated or suspended by SASMOS/FESIL/ in whole or in part. SMHET is obliged to pick the material only for confirmed schedule quantity.

14. Cessation of Production

If production of any Goods is to be discontinued or suspended within 1 year after final delivery under this Purchase Order, Supplier must give SASMOS/FESIL/ as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the discontinuance or suspension, Supplier must accept orders from SASMOS/FESIL/ for the Good at the price and on the terms of this Purchase Order.

15. Confidentiality, Integrity, Availability and Intellectual Property

All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Supplier by or on behalf of SASMOS/FESIL/; or (b) Supplier will design, develop, or create in connection with this Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of SASMOS/FESIL/. All (CIA) Confidential, Integrity, availability Information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to SASMOS/FESIL/, with SASMOS/FESIL/ having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential, Integrity and availability Information may not originally vest in SASMOS/FESIL/,

Supplier irrevocably assigns transfers and conveys to SASMOS/FESIL/ all right, title, and interest there in. SASMOS/FESIL/'s Confidential, Integrity, Availability Information will remain the property of SASMOS/FESIL/. It may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to SASMOS/FESIL/ upon the earlier of SASMOS/FESIL/'s written request or completion of the Purchase Order.

If, with SASMOS/FESIL/'s prior written approval, Supplier furnishes Confidential, Integrity and availability Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to CIA requirements substantially identical to this provision and Supplier will remain responsible to SASMOS/FESIL/ for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of SASMOS/FESIL/'s purchase of Goods under this Purchase Order, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

16. **Headings and Captions**

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order

17. **Waiver**

Neither the course of conduct of the parties, nor a failure or delay of either party to enforce at any time any of the provisions of this Purchase Order nor a single partial waiver of rights or remedies (other than as expressly and specifically waived) will be construed to be a waiver of any provision, nor will any failure or delay prejudice the right of the party to take any action or to exercise any right or remedy to enforce any provision in the future.

18. **Non- Exclusivity**

Nothing in this Purchase Order will restrict SASMOS/FESIL/'s right to contract with any third party to provide or perform, or to provide or perform on its own behalf, services similar or identical to the services provided by Supplier pursuant to this Purchase Order.

19. **Other Requirements**

For Superseded, EOL (end of life) , Obsolete parts (SEO), seller shall notify buyer with a written notice in advance of 3 months in addition to the lead time of the SEO parts. For EOL parts seller to provide & ensure LTB (Last Time Buy) for SASMOS/FESIL/

Parts supplied shall be free of Foreign Object Debris/Damage (FOD). Supplier should follow AS9146 standard requirements for Foreign Object Damage (FOD) Prevention Program

Supplier shall have process of counterfeit parts prevention and detection in their supply chain and in case of Electronics, Electrical, Electro- mechanical (EEE) parts supplier shall use AS5553 / AS6174 for material, parts, assemblies, and other procured items as reference for counterfeit parts prevention management (Latest Rev)

Supplier shall ensure the awareness among its employee on their contribution to product or service conformity Supplier shall ensure the awareness among its employee on the importance of ethical behavior

Supplier shall ensure the awareness among its employee on the product safety requirement within supplier organization and report if there is any product safety concerns identified

Ensure the Qualified work force with necessary training and competency.

Supplier shall provide the disclosure prior to part delivery incase supplier is not authorized source/distributor for Electronics, Electrical, Electro mechanical (EEE) parts.

Supplier should ensure that all material supplies are free of conflict minerals (i.e. raw materials from conflict-affected and high-risk areas). Below mentioned information related to conflict material can be used as guidelines, however supplier needs regularly verify international conventions, regulations in this regard.

What Materials are involved in Conflict of Minerals

- Tungsten
- Tantalum
- Tin
- Gold

From where it should not be bought

- Democratic Republic of Congo (DRC)
- Republic of Congo
- Angola
- Burundi
- Central African Republic
- Rwanda
- South Sudan
- Tanzania
- Uganda
- Zambia

Suppliers must conduct their business without engaging in corrupt practices and/or taking advantage of anyone through unfair dealing.

20. Boeing Specific Program requirement

In addition to this document, the "General Terms and Conditions of Purchase", Exhibit E which is an addendum to this document is applicable for all suppliers of Mechanical parts for the Boeing program.

ADDENDUM TO PURCHASE ORDER TERMS & CONDITIONS FOR MECHANICAL PARTS SUPPLIERS OF BOEING PROGRAMS - Exhibit E

'For Boeing project, if the part is customized, it is necessary to supplier to undergo SASMOS Assessment and also supplier has to conduct their sub-tier assessments to meet the BOEING project specific requirements.

For Boeing Projects

All Quality Assurance related documents of Suppliers pertaining to this contract is to be retained for 10 Years after contract completion. However, at expiration of the retention period Supplier shall inform SASMOS / FESIL in writing prior to disposal of records. Supplier shall also assure the following:

- (i) Software used for measuring and confirming the products to be validated to meet FAR (Federal Acquisition Regulation) requirements.
- (ii) The instruments used for measuring the products are to be calibrated by either equipment OEM or any approved lab, and the calibration process need to be approved by equipment OEM.
- (iii) For special processes carried out at Suppliers facility, desired certifications of personnel performing the job have to be provided. E.g., NDT level certification
- (iv) Supplier is required to provide access to SASMOS / FESIL and its regulatory authorities to all his facilities and applicable records.
- (v) If not expressly stated, Supplier would be required to follow the applicable Boeing clauses:

Details of these clauses are available on the internet at <http://www.boeingsuppliers.com/clauses/clauses.html>

- Q004 BQMS APPENDIX A
- Q011S SUPPLEMENTAL QUALITY REQUIREMENTS
- Q019 APPROVED PROCESS SOURCE-DELIVERABLE
- Q020 APPROVED PROCESS SOURCE
- Q028 ENGINEERING DATA SHEET/DRAWING INFORMATION-VARIABLE
- Q076 CONTROL OF BOEING COMMON COMMODITIES
- Q219K SELLER REQUEST FOR BUYER DISPOSITION
- Q312 MRB DISPOSITION OF QUALIFICATION ITEMS
- Q074 FIRST ARTICLE INSP AND BOEING FIRST ARTICLE INSP
- Q132 COUNTERFEIT ELECT PART DETECT AND AVOID SYS REQMTS
- Q180W SPECIAL TOOL CONTROL
- Q186 FOD PREVENTION PROGRAMO
- Q227 RETENTION OF RECORDS
- Q300 CORRECTIVE ACTION
- Q301 UNCONFIRMED FAILURE REJECTIONS
- Q320 SELLERS NOTIFICATION OF ESCAPEMENT
- Q836S NONCONFORMANCE DOCUMENT PER IR 0451
- Q927 AS9117 RQMT FOR DELEGATED PROD RELEASE VERIFICATION
- Q029 DIGITAL PRODUCT DEFINITION (DPD)
- Q041 Discretionary Government Surveillance
- Q053 Buyer's Source Inspection Required
- Q059 Buyer and FAA Designee Conformity - Deliverable Documentation
- Q090 Seller / Manufacturer Certificate of Conformance (Signature Required) - Deliverable
- Q091 Seller / Manufacturer Certificate of Conformance - Deliverable
- Q183 Requirements Consumption Review (RCR)
- Q184 Requirements Consumption Review (RCR)
- Q312 MRB Disposition of Qualification Items
- D012L MATERIALS FURNISHED
- D501 BLUEPRINT/EO/SPECO REV COORDINATION (VARIABLE)
- D506S SELLER VERIFICATION
- D519S PROCESS AND MATERIAL SPECIFICATIONS
- D607 MATERIAL SUBSTITUTION
- E000- SUPPLIER RQMTS FOR BUYER/GOV /CUSTOMER PROP MGMT
- E011 PROPERTY REPORTING REQUIREMENTS
- E223 BDS SELLER SPECIAL TOOLING REQUIREMENTS
- H103 ITAR AGREEMENTS, DSP-5 LICENSES
- H105 Dept of Commerce Licenses, EAR Exceptions, and NLR
- H116 ASSIST VALUATION (VARIABLE)
- H107 EXPORT TAXES AND CUSTOM DUTIES
- H106 TECHNICAL DATA - LEGEND - US SUPPLIERS
- H202 Customer Contract Flow down Provisions

- H208 GOVERNMENT REGULATIONS INAPPLICABLE TO FOREIGN WRK
- H217 AFFIRMATIVE ACTION & NONDISCRIMINATION OBLIGATIONS
- H511 TERMINATION - NO COST WITHIN 30 DAYS
- H602 CUSTOMER CONTRACT NUMBER (VARIABLE)
- H906 UNDEFINITIZED PC T&C'S FIXED PRICE (VAR)
- M000 REPORTING DISCREPANCIES IN BUYER DRAWINGS
- M008 SUPPLIER DELIVERY FOLLOW-UP (SDF)
- M100 SOLICITATION / CONTRACT ATTACHMENTS (VARIABLE)
- M307 Primary Purchase Contract
- M007M BUYER FURNISHED DATA / DRAWINGS

The above listed clauses are available on the internet at <http://www.boeing suppliers.com/clauses/clauses.html> . The version of each incorporated clause applicable to this Purchase Contract is the latest dated version of each clause in effect on the date of the original Purchase contract. Unless indicated elsewhere in a subsequent Purchase Contract Change(s), clauses added via such Purchase Contract Change(s) shall be the version of the clause in effect on the date of such Purchase Contract Change(s).

Terms and Conditions for BCA program can be accessed on the Boeing Exostar website. SASMOS will also support suppliers as required if there needs to be any details on the below Terms and Conditions when requested. Applicable BCA Terms and Conditions for SASMOS and its suppliers are as below:

- A02
- A17
- A21
- A75
- A98
- B25
- B91
- B100
- C28
- C29
- C65
- C99
- Q09
- Q13
- Q23
- Q29
- Q31
- Q48
- Q14
- S52
- S68
- T88
- U99
- U102
- U103

SASMOS ESCAPEMENT NOTIFICATION FOR NONCONFORMANCE AND NONCOMPLIANCE

The steps shown herein are to be used for new or completed investigations when additional data is discovered.

For Product(s) which have been delivered to or on behalf of SASMOS and Seller knows or suspects that such Product(s) are or may be nonconforming, Seller shall within 3 business days after the day of discovery of a potential escape, the notification from sub-tier supplier, and/or the entry of the issue into the quality process, notify SASMOS in writing as set forth herein to allow SASMOS to conduct a preliminary safety risk assessment. The minimum information required at this stage of the notice of investigation are:

- a. Affected process(es) or Product(s) part number(s) and name(s);
- b. Description of the nonconforming condition and the affected engineering requirement (i.e., what it is, what it should be and per what requirement). Seller shall conduct an investigation to confirm and identify if a non-conformance exists or is suspected to exist.

Once a nonconformance has been verified as from the supplier quality management system, all information listed submitted to SASMOS within 10 business days from the day of escape confirmation unless otherwise agreed upon by SASMOS on a case-by-case basis.

- c. Quantities, shipping dates, purchase orders and destinations of delivered shipments.
- d. Suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers and airplane line units when

applicable.

- The Seller shall notify the SASMOS that has oversight of the Seller's facility Additional Scope: This process is to be used by the seller for investigation which have been previously disposition and new information has been introduced that identifies additional scope of the original investigation. Seller shall start at the beginning of this process and submit the information as new investigation noting the earlier documentation in a manner that correlates the prior processing but clearly articulates the updated data.

21. Formation of Contract:

These Terms and Conditions of Purchase shall apply to all supplies, services or any deliverables to SASMOS/FESIL/, herein referred to as "SASMOS/FE- SIL/" or "BUYER". Any opposing or additional terms and conditions of the Seller shall be expressly excluded; such conditions shall only become part of a contract if SASMOS/FESIL/ has expressly declared its consent to the inclusion of such conditions under a separate agreement.

This contract between SASMOS/FESIL/ and Seller is for procurement of parts to cater to requirements of a Boeing Defense Program & hence Seller is required to comply with the below US Export Regulation documents as applicable:

- (i) Bureau of Industry and Security (BIS) --> Export Administration Regulations (EAR) --> Commerce Control List (CCL) - Part 774 - Commerce Control List
Directorate of Defense Trade Controls (DDTC) --> International Traffic in Arms Regulations (ITAR) --> US Munitions List (USML) – ITAR Part 121 - The United States Munitions List
- (ii) Office of Foreign Assets Control (OFAC) --> Foreign Asset Control Regulations (FACR) --> Sanctions - 31 CFR Chapter V - OFFICE OF FOREIGN ASSETS CONTROL, DEPARTMENT OF THE TREASURY

These requirements are applicable to parts made to specific Boeing Drawing.

All internal documents prepared by Seller for his internal use & created specifically for this Boeing project – examples of which could be Route Card, Inspection report, Work Instructions, Test reports, NC programs etc. but not limited to these documents are Boeing Proprietary and a statement to this effect is to be mandatorily carried in each of these documents.

22. Documents & Configuration control

1. Products to be manufactured / supplied shall be as per the configuration mentioned in the Purchase order. Any changes in configuration shall be communicated through seller's ECN (Engineering change note) process.
2. Technical package which includes SPECO, Part list, Mylar's, MBD, detailed PDF drawings, PSDS documents, EO & PS standards shall be final Master definition as specified in the purchase order. Remaining files will be reference only.
3. All the Boeing technical documents as stated in point 2 shall be stored in a controlled server with access only to authorized personnel and shared with suppliers as applicable as per Purchasing procedure 005-001 section 7.2.
4. The supplier should have valid DPD & special tooling approval from SASMOS/FESIL/. Configuration control for the Boeing derivatives shall be controlled and maintained.
5. Any derivative (Internal Drawing, Process document, FAIR, FIR, Inspection report, SASMOS/FESIL/ validation records etc... created specifically for this project) of Boeing drawings/documents shall be stamped as "Boeing proprietary" with relevant Boeing drawing / document numbers and revisions. These derivatives shall be treated as export controlled and can be shared only with Boeing approved suppliers & sub tiers.
6. Boeing documents shall be shared through secured means (for ex.: FTP, hand delivered CD/ DVD) and controlled.

23. Tools & Instruments

1. Tools and Equipment's shall be as per Boeing PS standard requirements and shall be calibrated & controlled.
2. Handling & Storage of SASMOS/FESIL/ / Boeing supplied tools shall be as per Boeing document – D950-11059-1
3. Tool Calibration
 - a. All SASMOS/FESIL/Boeing supplied tools shall be calibrated before usage. Calibration certificate to be provided on request.
 - b. Before usage Tools shall be visually and dimensionally (if any) verified for correctness.
4. All the instruments are to be calibrated by OEM or in the lab certified for IS 17025.

24. Quality Assurance Requirements

1. COC: Certificate of Conformance is required from original Manufacturer with complete traceability stating that the materials or parts furnished under this contract/ related purchase order, were produced in conformance with all applicable specs cited.
2. All applicable requirements to the Sellers must be passed down to sub tier Sellers, including key characteristics where required.

3. For special processes carried out at Seller's facility, desired certifications of personnel performing the job has to provided. Eg: NDT level certification.
4. During process, if any non-conformance is found, supplier shall get approval from SASMOS/FESIL/ prior to rework or repair. All corrective actions shall be controlled and shared with SASMOS/FESIL/ upon request.
5. If nonconformity is found after delivery of product, Supplier is required to notify SASMOS/FESIL/ within 24 hours of such finding.
6. Supplier has to perform FAI (First Article Inspection) as per AS9102 latest revision. **For BCA program, supplier must submit 'Net inspection' for customized mechanical parts**
7. Please use the link below for checking the approved raw material vendors. Raw material to be purchased only from these approved manufacturers or authorized distributors/stockiest of manufacturer.
<http://active.boeing.com/doingbiz/d14426/specindex.cfm?SpecPrefix=OTHERS>
8. Supplier and their sub-tier shall be approved in D14426 for all special processes.
9. A Certificate of Conformance and/or equivalent Process Certificate, signed by an authorized agent of the Processor/Seller shall be included with shipping documentation (packing slip/invoice). The certificate shall include purchase contract number, part number(s), Trace Number (as applicable), Process Specification number (with revision), processing date(s) and name and address of the Processor(s) performing each of the D1-4426 Processes.
10. All D1-4426 process and suppliers it is mandatory to mention below points in the COC without fail in supplier COC (Ex- Glodesi COC should have all below I special process supplier details)
 - Purchase order number
 - Process code (ex-Chemical conversation coating-code (D1-4426 website-Approved supplier list)
 - Process specification number with revision level- (ex-BACXXX, RevXX)
 - Processing date, Name and address of the processor for each D1-4426 process
11. DFAR requirements as per H202 Boeing Clause to be understood by Suppliers and to be able to provide compliance to the requirement as requested by SASMOS.
12. Dimension inspection report - Mandatorily required without fail for all lots for mechanical assy.
13. All catalogue & standard parts used by supplier shall be as per QPL approved sources / Boeing specified AVL or by their authorized distributors.
14. **Record retention:** All Quality Assurance related documents of Seller pertaining to this contract is to be retained for 10 years after contract completion. However, at expiration of the retention period Seller shall inform buyer in writing prior to disposal of records. SASMOS/FESIL/
15. After completion of contractual obligations, supplier must return all Boeing documents / Boeing & Government property to SASMOS/FESIL/.
16. Right of Access: You are required to provide access to SASMOS/FESIL/, their customers and its regulatory authorities to all your facilities and all applicable records.

25. Terms & Condition for Environment Management:

1. The Worksite Management Contractor Group shall confine the On-Site Work to the areas designated by Company.
 - (i) For Construction/Civil works (for work done within the SAMOS company premises) : Contractor workers must signoff on the work permit before initiation of work at SASMOS Group Companies.
2. Reuse & recycle of Papers, packing materials, wooden pallets, plastic bags/cans/containers are highly recommended & appreciated.
3. Prevention Contractor Group shall conduct On-Site Work in a manner which complies with Good Industry Practice, and which prevents, avoids, or minimizes damage to the environment and leaves the affected area in as close to its original condition as practicable.
4. Storage, Use and Labelling of Chemicals Contractor Group shall (if applicable):
 - (i) store any fuels, lube oils and hazardous chemicals used during the On-Site Work securely and well away from streams and other water bodies,
 - (ii) keep such chemicals in Safety and Environment Terms and Conditions for Purchase Order General Conditions Scope: Applies to all SASMOS Group Companies Purchase Orders
 - (iii) provide secondary containment where appropriate and periodically inspect storage sites for leakage and spillage and (iv) store explosives securely and well away from Company Worksite and camps.
5. Return of Chemicals All chemicals not consumed in On-Site Work must be kept in stock and returned to supplier (to the extent possible) or recycled by Contractor at its own risk and account.
6. Safety Data Sheets All regulated chemicals supplied by Contractor Group in respect of On-Site Work must be accompanied by SDS.
7. Waste For all On-Site Work that generates Waste, Contractor Group shall: (i) obtain approval from the Company or Company representative before using any of Company's pollution control or waste disposal facilities.
8. Manage and dispose of all water derived from performance of Onsite Work in accordance with Legislation.
 - (i) Wildlife Contractor Group shall ensure that the Personnel refrain from harassing, hunting, fishing, trapping, trading animals or disturbing the wildlife in the area of the Company Worksite.
9. If feasible avoid plastic material usage, hazardous material usage which will impact on the environment, try to customize the packing material based on the requirements and reuse/recycle of applicable packing materials, plastic materials, wooden materials wherever applicable based on customer approvals, avoid multiple transportation and merge the shipment and have minimum transportation on delivery of shipments wherever applicable based on customer approvals.

26. For BCA and BDS Projects

1. Boeing Document D1-4426, "Approved Process Sources" (Flow-down to Supply Chain): Seller shall comply with Boeing document D1-4426 "Approved Process Sources" (<http://active.boeing.com/doingbiz/d14426/index.cfm>). This document, subject to revision from time to time, defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials. The Seller's purchasing information shall conform to the purchasing data requirements of Boeing document D1- 4426 Appendix D. These purchasing data requirements can be found at: <http://active.boeing.com/doingbiz/d14426/Appendix-D.pdf>.
2. The Supplier must compile and maintain a single source of documented information and refer to it as a Quality Manual. The Quality Manual must include a description of the quality management system and contain or refer to the documented information and associated aviation, space, and defense industry requirements contained within AQMS.
3. The Supplier must retain documented information that provides evidence of monitoring and measurement equipment calibration. The retained documented information must include the required calibration register elements defined within the AQMS standard and the results of calibration.
4. If the Supplier uses an Operator Self-Verification (OSV) program, the Supplier must comply with the requirements set forth in AS/EN/SJAC 9162, "Aerospace Operator Self Verification Programs", as may be amended from time to time. Buyer reserves the right to conduct surveillance at Supplier facility to determine that Supplier is compliant to the requirements of AS/EN/SJAC 9162.
5. Supplier must maintain, and have available on a timely basis, quality records traceable to the conformance of product/part numbers delivered to Boeing. Supplier must make records available to regulatory authorities and Boeing's authorized representatives. Supplier must retain such records for calendar year + 10 years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order. At the expiration of such period set forth above and prior to any disposal of records, Supplier will notify Boeing of records to be disposed of and Boeing reserves the right to request delivery of such records. In the event Boeing chooses to exercise this right, Supplier must promptly deliver such records to Boeing at no additional cost on media agreed to by both parties. Boeing requires that the provisions/requirements set forth above be included in Supplier direct supply contracts related to the Products/Part Numbers. Supplier must ensure that all the control activities listed within the AQMS standard are applicable and addressed within the Supplier's processes for control of documented information.
6. Supplier will not and will ensure its supply chain will not initiate a movement or transfer of the location to be performed without Boeing's prior written approval. Supplier must complete Boeing form X35781 "Supplier Initiated Work Movement Transfer Notification Form" (including required implementation plans) and submit to Boeing for written approval. Notification must be prior to the manufacturing start date of the first part associated with the work transfer.
7. "Controlled" or "Approved" planning requirements are derived from the part specific Engineering requirements. Planning changes to "controlled" or "approved" planning requires compliance with the associated process prior to implementing proposed changes within supplier's production system and commencing manufacture. Supplier must submit manufacturing planning changes to Boeing in accordance with the requirements described

within the associated process for approval/re- approval. Boeing engineering qualification/approvals include material& process approvals and quality engineering approvals.

8. Customer Communication: When specifically requested by Boeing, Supplier must make specified quality data and/or approved design data available in the English language.
9. Boeing Design Digital Product Definition (DPD) approval is required per Document D6-51991.
10. The Supplier must evaluate and select distributors based on the distributors' ability to conform to an AS/EN/JISQ 9100, or AS/EN/SJAC 9120 quality management system.
11. When Supplier utilizes test reports to accept raw material from External Providers, the following requirements apply:
 - a) Test reports must be checked 100% against Supplier's requirements and applicable specifications.
 - b) Validation test requirement: Supplier must periodically validate test reports for raw material accepted based on test reports. That validation must be accomplished by Supplier or other independent party through periodic, scheduled tests of raw material samples. Schedules for frequency of tests will be established by Supplier based on historical performance of the raw material provider/manufacturer.
 - c) Supplier must retain test reports provided by the raw material provider/manufacturer, as well as Supplier's validation test report results as quality records traceable to the conformance of Goods, as specified elsewhere in this Contract.
12. Information for External Providers: The Supplier must have an external provider evaluation process in place to determine the appropriate QMS and BCA QMS Supplemental requirements listed in this document that are to be flowed down to their manufacture supporting locations.
13. THE SUPPLIER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BOEING: "Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings." THE PREFERRED LOCATION FOR THE STATEMENT IS ON THE SHIPPING DOCUMENT, NEXT TO, OR FOLLOWING, THE CERTIFICATE OF CONFORMANCE (C of C). THE STATEMENT MAY BE PRINTED, STAMPED OR ATTACHED AS A LABEL OR STICKER TO THE SHIPPING DOCUMENTATION. IT IS ALLOWABLE TO REPLACE "Seller" WITH THE COMPANY NAME OR "WE".
14. Supplier must inspect or otherwise confirm that all Products or Services, including those components procured from or furnished by subcontractors or suppliers or Boeing, must comply with the requirements of the Order prior to shipment to Boeing or Customer. Supplier must be responsible for all tests and inspections of the Product during receiving, manufacture and Supplier's final inspection. Supplier agrees to furnish copies of test and/or control data upon request from Boeing's Procurement Representative.
15. Supplier must perform 100% inspection for in-process and final inspection, or Supplier must conform to requirements of document AS/EN/SJAC 9138 "Aerospace Series – Quality Management Systems Statistical Product Acceptance Requirements" as may be amended from time to time. With the exception noted herein Supplier's statistical sampling procedure/plan conformance to AS/EN/ SJAC 9138 with minimum protection levels meeting SAE AS/EN/SJAC 9138 Table A1 and C=0 will constitute Boeing Quality approval subject to restrictions noted in AS/EN/SJAC 9138, Section 4.3 Safety/Critical Characteristics, and part/product Design Data sampling requirements and/or prohibitions. Buyer reserves the right to disallow a supplier's statistical methods for product acceptance for specific sites/ programs, parts or characteristics, and to conduct surveillance at Supplier's facility to assess conformance to the requirements of AS/EN/SJAC 9138.
16. Supplier is required to establish and maintain a FOD prevention program in compliance with AS/EN/SJAC 9146 Foreign Object Damage (FOD) Prevention Program -- Requirements for Aviation, Space, and Defense Organizations. Special supplier stamping instructions for the Boeing Production Record of Acceptance Note: Applies to operations with Coordinate Measuring Machine (CMM) operations.
 - a.) If bench and CMM operations exist and Supplier does not use a CMM for Product inspection, Supplier's quality inspector will inspect all features at the bench and must stamp/date the bench operation. Supplier's quality inspector must also stamp/date the CMM operation and write "See Over" next to the CMM acceptance stamp. A statement is then written on the back of the page stating, "Full inspection performed; CMM not required." Supplier's quality inspector then places another stamp impression and the date next to the statement.
 - b.) If only a CMM operation exists and Supplier does not use a CMM for Product inspection and there is no bench inspection operation, Supplier's quality inspector will inspect all features at the bench and must stamp/date the CMM operation and write "See Over" next to the CMM acceptance stamp. A statement is then written on the back of the page stating, "Full inspection performed; CMM not required." Supplier's quality inspector then places another stamp impression and the date next to the statement. Note: In cases where a CMM operation exists and the supplier possesses and utilizes a CMM, normal supplier Quality stamping practices must be followed.
17. Supplier must comply with the AS/EN/JISQ 9100 requirements and 14CFR Part 21.2 regarding the application of the Acceptance Authority Media (AAM) requirements.
18. Suppliers must provide a statement on their Shipping document certifying its quality assurance department has inspected the parts and they adhere to all requirements, applicable drawings/specifications.
19. When Boeing notifies Supplier of a detected nonconformance, Supplier must immediately take action to eliminate the nonconformance on all products in Supplier's control. Supplier must also maintain verification that root-cause corrective action has occurred and has resolved the subject condition. Boeing reserves the right to review the verification data at Supplier's facility or have the data submitted to Boeing.

27. For RAFAEL Projects

1. All Quality Assurance related documents of Suppliers pertaining to this contract is to be retained for 10 Years after contract completion. However, at expiration of the retention period Supplier shall inform SASMOS / FESIL in writing prior to disposal of records. Supplier shall also assure the following
2. Documents to be reviewed and supplied as per requirements defined in 93.00.63 Assurance requirement for purchasing order, and for batch identification Ref Doc 23.36.59
3. Suppliers should buy Raw materials only from Rafael approved Sources when defined in PO or as defined by purchased lead
4. Materials must be shipped after obtaining Serviceability Tag from Rafael.
5. Surface Treatment/Painting process must be performed only at Rafael approved sources. Any deviation from these requires prior written approval
10. Dimensions requiring measurement in more than one plane must be measured in CMM only
11. First Article (FA) will be performed by SASMOS as well as SASMOS Customer for minimum of 5 Nos in accordance to AS 9102 requirements.
12. Production can be continued only after approval of FA.
13. Process flow, FMEA, Control plan, route card, CoC are required to be approved by SASMOS before performing FAI.
14. SASMOS & Its customer will do source inspection after machining
15. SASMOS & Its customer will do source inspection after finishing (surface treatment)
16. All the drawing requirements to be proved along with appropriate evidence/measurement with proper measuring equipment During FAI.
17. Source Inspection for every Batch will be performed by SASMOS and its Customer.
18. Suppliers has to provide Process plan and Quality inspection plan within 21 Days from the receipt of Purchase Order and get this approved from SASMOS.
19. MLEDR (Multilevel Engineering Document Record):
SASMOS and its Customer issued Documents/Drawing will have validity period of 3 Months only. After the Expiry date of document, new document (MLEDR) will be issued by Rafael. Supplier must ensure that they have valid Revision report/document always.
20. PO prices are only for machining process. However, this will not limit scope of supply only to machining,
21. Supplier is completely responsible to supply finished part as per drawing to SASMOS.
22. Raw material & special process cost will be added into P.O. line cost once finalized (This condition is limited only to this PO & it is not extended to other PO).
23. All the drawing requirements to be proved along with appropriate evidence/measurement with proper measuring equipment During FAI.

28. For IAI Projects

1. Documents and standards to be reviewed and supplied as per requirements defined in IAI PS documents.
2. Suppliers should buy Raw materials only from IAI approved Sources when defined in PO or as defined by purchased lead
3. Surface Treatment/Painting process must be performed only at IAI approved sources. Any deviation from these requires prior written approval from IAI.
4. Dimensions requiring measurement in more than one plane must be measured in CMM only
5. First Article (FA) should be performed as per AS9102 (latest rev) and reports should be shared to purchasing organization along with the parts.
6. Production can be continued only after approval of FAI
7. SASMOS/FESIL or Its customer will do source inspection after machining if required.
8. SASMOS/FESIL & Its customer will do source inspection after finishing (surface treatment) if required.
9. All the drawing requirements to be proved along with appropriate evidence/measurement with proper measuring equipment during FAI.
 - a. Suppliers should ensure latest revision documents are available with them before starting the production and compare it with PO rev.
10. Supplier is completely responsible to supply finished part as per latest drawing to SASMOS.
11. Suppliers should follow QA Codes (23, 32, 34, 4, 5, 6, 61, 65, 507) of IAI along with the requirements specified in this general PO terms and conditions.