
Aerocom Terms & Conditions

Aerocom Industries Inc.
1921 Miller Drive
Longmont, CO 80501

QC-ATC
Rev C

The logo for Aerocom Industries, Incorporated. The word "AEROCOM" is written in a bold, sans-serif font. "AERO" is in black, and "COM" is in yellow. A grey diagonal line cuts through the letters from the top left to the bottom right. Below "AEROCOM" is the text "Industries, Incorporated" in a smaller, black, sans-serif font.

AEROCOM
Industries, Incorporated



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1 Revision

Revision Level	Date	Changed By	Reason for Change
A	10/06/2016	Travis Lang	Initial Release
B	08/15/2017	Travis Lang	AS9100 Rev D Updates (ethics, safety, etc)
C	10/02/2018	Jackie Harlow	Added counterfeit part information

2 Purpose

This document outlines Aerocom’s terms and conditions. By accepting any Aerocom PO, vendor accepts all listed terms and conditions **unless otherwise specified on Aerocom PO.**

3 Scope

Any Aerocom PO placed.

4 Terms and Conditions

4.1 General Terms and Conditions

- Payment Terms: Net 60 days.
- The supplier will retain all data associated with the PO for a minimum of ten (10) years.
- Aerocom reserves the right to approve the product and / or the procedures, processes and equipment necessary to produce the operation or product.
- Aerocom reserves the right to examine the qualifications of personnel involved in producing the operation or product.
- Aerocom reserves the right to specify the supplier’s quality management system requirements.
- All operations or products will be produced using the applicable issues of drawings or operation sketches, specifications, process requirements, inspection instructions and any other relevant technical data.
- Aerocom reserves the right to specify requirements regarding the testing, inspection or use of related instructions in producing the operation or product.
- Aerocom reserves the right to specify the requirements for test specimens (e.g. production method, number, storage methods) for inspection, investigating or auditing.
- Aerocom reserves the right to specify requirements relative to the supplier notification to Aerocom of non-conforming material or product and the arrangements for Aerocom’s approval of non-conforming material or product.
- Aerocom reserves the right to require the supplier to notify Aerocom of changes in the product and / or process definition and, if required, to obtain Aerocom’s approval for these changes.
- Aerocom, its customer and authorities reserve the right of access to all facilities involved in producing the order and to applicable records generated in the production of the order.
- The supplier will flow down to any sub-tier suppliers any applicable requirements in the purchasing documents, including key characteristics where required.

- Supplier shall notify Aerocom of nonconforming product and obtain Aerocom’s approval for disposition of nonconforming product.
- Supplier shall notify Aerocom of changes in product and /or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain Aerocom approval.
- Supplier shall adopt or comply with a policy statement or code of conduct regarding business ethics (“Code”). This Code will be suitable for Supplier’s business and at a minimum require compliance with all applicable laws and regulations. The Code shall assure a safe and healthy work environment, prohibit child or forced labor, and provide protections of the environment by minimizing waste, emissions and energy consumption.
- Supplier shall communicate to all employees the importance of product safety through individual accountability, compliance to process, attention to detail, and potential impact of product issues.
- Flow down to the supply chain the applicable purchase order requirements, including customer requirements.
- Unless expressly accepted in writing by Buyer, additional or differing terms or conditions proposed by Supplier or included in Supplier’s acknowledgment are objected to by Buyer and have no effect.
- Aerocom, their customer, and regulatory authorities shall have the right of access to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.
- The Supplier shall ensure that only new and authentic materials are used in materiel or product provided to Aerocom Industries, Inc. and that the products/goods delivered contain no counterfeit parts. The supplier shall take appropriate action where suspect product is detected. This shall include containment of all suspect product and notification to Aerocom and any other applicable authorities to ensure the prevention of the confirmed counterfeit parts from re-entering into the supply chain.

4.2 Government Work Terms and Conditions

- Adherence to Article VI, section 4 of RUS Form 198, “Compliance with Laws”. To the extent employment activities of supplier occur in the United States and if otherwise applicable this contractor and subcontractor shall abide by the requirements of 41 cfr ss 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
- Supplier will adhere to the directions provided in executive order (EO)13224, “Executive order on terrorist financing – blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism” effective 9/24/2001. Requirement in lower-tier purchase orders or subcontracts hereunder.
<http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>



- To ensure compliance with U.S. export laws, Aerocom does not conduct any business transactions with persons or companies on the "Denied Persons List" published by the U.S. Department of Commerce, the "Debarred Parties List" published by the Department of State, and the "Specially Designated Nationals" published by the Department of Treasury, Foreign Assets Control. Aerocom expects all suppliers and its subcontractors to comply with these laws as well.
- This order may be accompanied by documents which contain technical data whose export is restricted by the Arms Export Control Act (Title 22 U.S.C. Sec 2751 Et Seq.) and ITAR 22 CFR 120-130 CR, the Export Administration Act of 1979, as amended, Title 50 U.S.C. App 2401 Et Seq and EAR 15 CFR 730. Violations of these export laws are subject to severe criminal penalties. Export outside of the United States is subject to U.S. export control laws and regulations. You agree to abide by such laws and regulations, including country specific controls, and controls on use.