

AS9110 Supplier Terms & Conditions Agreement

As a supplier to ATS, it is understood when accepting our purchase orders, your organization agrees to meet the following AS9110 requirements in addition to ATS General Terms and Conditions of Purchase. These AS9110 requirements are applicable whenever ATS Purchase Orders have a “CSD” prefix present on the associated Purchase Order number (or contains some similar aerospace AS9110 reference). An example of this would be Purchase Order: 574900-CSD or 057490XXCS if submitted via EDI. The requirements, therefore, are to be considered as Terms and Conditions to all aerospace purchases.

EXTERNAL PROVIDER ENSURES, WITH THE ACCEPTANCE OF THIS PURCHASE ORDER, THAT PERSONS ARE AWARE OF THEIR CONTRIBUTION TO PRODUCT OR SERVICE CONFORMITY INCLUDING THEIR CONTRIBUTION TO PRODUCT SAFETY AND THE IMPORTANCE OF ETHICAL BEHAVIOR.

The seller warrants that in the performance of this PO, seller shall comply with all applicable statutes, rules, regulations, and orders of the Government and any of the state or political subdivision thereof, and agrees to indemnify ATS against any loss, damage, cost, or liability by seller's violation of this warranty.

Communication to ATS should be made to the Buyer of Record on the Purchase Order. If communication is handled in a non-written/electronic format, for example telcon, it should be provided in a written/electronic format as requested.

ATS reserves the right of final approval of Product and services; methods, processes, and equipment; the release of final product and or services. All special processes required by this Purchase Order must be performed by qualified personnel.

Key, critical, and special characteristics are to be identified and controlled as noted on the Purchase Order or specification.

RIGHT OF ACCESS

Right of access by ATS, our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records to include verification and validation on site, as defined on the Purchase Order and arranged with the supplier.

QUALITY MANAGEMENT SYSTEM

ATS recommends external providers, including their sub-tier providers, have implemented a Quality Management System (QMS). ATS reserves the right to review and approve the Quality Management Systems.

Vendors providing calibration services must provide evidence of calibration traceable to NIST. Certificates must also identify AS RECEIVED and AS LEFT conditions in whatever terminology deemed appropriate. Notification must be made if items are determined damaged or unable to calibrate as soon as possible for potential impact review.

Customer Directed sources must operate in accordance with approved specifications and standards, as dictated and controlled by the customer in question.

The Vendor shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and all other relevant technical data.

NON-CONFORMING MATERIAL (OUTPUTS)

External Provider shall notify ATS of non-conforming product within 24 hours of discovery of such non-conformity, after receipt of the product. No known non-conforming product shall be shipped to us without our written authorization.

External Provider shall obtain ATS's approval for non-conforming product disposition.

SERIOUS FAILURES, MALFUNCTIONS OR DEFECTS

External Provider shall notify ATS of any serious failures, malfunctions or defects found in the product within 24 hours of discovery via written communication.

CHANGES

External Provider shall notify ATS of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations within 24 hours.

SUBCONTRACTORS

ATS does not allow its suppliers to subcontract any product or process to a sub-tier supplier without prior written consent from ATS. If a subcontractor is required, notification must be provided to ATS in writing, stating the service to be provided and subcontractor(s) to be used.

FLOW DOWN

As required ATS shall flow down to the supply chain the applicable requirements including all Purchase Order requirements and key characteristics. All provided requirements must be flowed to the supplier's vendors of any approved outsourced products or services.

SUPPLIER PERFORMANCE MONITORING

Performance of suppliers is monitored using specific metrics data that includes but is not limited to:

- Quality performance of parts and services and On-time delivery performance.
 - If ATS's monthly supplier evaluation identifies a supplier with an on-time delivery of less than 80%, a corrective action request can be issued for supplier response.
 - If ATS's monthly supplier evaluation identifies a supplier with quality rejections exceeding 5% of their work orders, a corrective action request can be issued for supplier response.
- If delivery cannot be met, the appropriate ATS Buyer of Record must be notified in advance.

CORRECTIVE ACTIONS

Corrective Actions assigned to the External Provider shall be completed and returned in a timely manner. External Provider is required to flow down corrective action requirements to sub-tier providers when it is determined the sub-tier provider is responsible for the non-conformity.

INCOMING INSPECTION

ATS performs an incoming inspection to ensure the purchased product meets purchasing requirements. These requirements may include:

- Verification of the certificate of conformity, or other certifications.

- Products are inspected to ensure they meet requirements (dimensions, etc.) and the results are recorded when appropriate.
- All special processes (plating, heat treat etc.) where the compliance cannot be verified by ATS, inspection will require Certificate of Conformity or applicable certification documents.

RECORD RETENTION

External Provider shall retain all Records including disposition requirements associated with the Purchase Order as required by contract for a minimum period of 10 years and the records to be deliverable to the ATS Buyer of Record within 48 hours after request.

FOREIGN OBJECT DEBRIS/DAMAGE (FOD) PREVENTION

Seller shall maintain a FOD prevention Program. FOD program shall include the review of manufacturing process to identify and eliminate FOD entrapment areas through which foreign objects can migrate. Seller shall ensure work is accomplished in a manner to prevent FOD in deliverable items. Seller shall maintain work areas in a manner sufficient to preclude the risk of FOD incidents. Seller shall investigate each FOD incident and ensure elimination of its root cause.

PREVENTION OF COUNTERFEIT PARTS

As appropriate external provider shall plan, implement, and control their process for the prevention of counterfeit or suspect counterfeit parts from use or inclusion into the product.

PREVENTION OF SUSPECTED UNAPPROVED PARTS

As appropriate external provider shall plan, implement, and control a process that identifies and prevents the release of unapproved and suspected unapproved parts or inclusion into the product.