

TERMS and CONDITIONS

- 1. Knight Aerospace (KA) requires a quality system which assures that the material, parts, equipment or items furnished, meet the requirements of the purchase order. Knight Aerospace requires that the External Provider shall maintain the proper identification and revision status specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data.
- 2. Knight Aerospace reserves the right to approve or specify any designs, tests, inspection plans, verifications, criteria for design and development required by Knight Aerospace from an external provider.
- 3. Knight Aerospace reserves the right to approve or specify any special requirements, critical items, or key characteristics;
- 4. Knight Aerospace reserves the right to approve or specify any test, inspection, and verification (including production process verification).
- 5. Knight Aerospace reserves the right to approve or specify the use of statistical techniques for product acceptance and related instructions for acceptance by Knight Aerospace.
- 6. All goods must be Factory New. No substitute is permitted without KA's written consent. Unauthorized substitutions will result in rejection of goods and a ten (10) percent Inconvenience Fee.
- 7. Each shipment must be accompanied by a Certificate of Conformance which will list at the minimum the purchase order number, part number and serial numbers if applicable.
- 8. Vendor will flow down quality requirements consistent with this Terms and Conditions document to its vendors.
- 9. Vendor will not ship before required date without signed authorization.
- 10. Vendor warrants that all goods when delivered will be free of defects in workmanship and material, will comply strictly with the specifications, drawings, samples, or other description specified on the purchase order and will be fit for their intended purpose. Knight Aerospace requires that all special processes required by this purchase order must be performed by competent qualified personnel
- 11. All goods ordered will be subject to KA's inspection. Rejected items will be subject to a ten (10) percent Inconvenience Fee. Knight Aerospace reserves the right of final approval of product and services, methods process and equipment, and the final release of products and services.
- 12. The Vendor is responsible to keep on file a copy of all quality records (Material Certifications, Material Test Reports) for 10 years.



- 13. All goods shall be packaged in accordance with best industry standards. Each container will be marked with the applicable purchase order number and each package will have a copy of the shipping papers (i.e. packing slip).
- 14. Vendor is required to comply with the mandatory requirements of the Defense Priorities and Allocations system (DPAS) (15 CFR, Part 350); if a DO/DX priority rating is assigned to this Order.
- 15. KA and/or its customer(s) will be permitted on site to review vendor facilities and procedures, as deemed necessary. Knight Aerospace reserves the right to designate requirements for verification or validation activities that we or our customer, intend to perform at the external providers' premises.
- 16. Supplier and/or Subcontractor will notify KA immediately if supplier discovers that nonconforming material had been supplied and make arrangements for KA to approve nonconforming material, if possible. If approval is not possible, a ten (10) percent Inconvenience Fee will be assessed.
- 17. Supplier and/or Subcontractor will notify KA of changes in Quality Program that would result in a failure to comply with the requirements in this Terms and Conditions document.
- 18. Knight Aerospace reserves the right to identify the requirements for interaction with our external providers including;
 - 1. The use of interactive documentation,
 - 2. The use of email/Fax,
 - 3. Documented confirmation methods of all verbal interactions.
- 19. Knight Aerospace strives to ensure that persons doing work under KA's control are aware, their contribution to the effectiveness of the quality management system, including the benefits of improved performance, the implications of not conforming with the quality system requirements, the contribution to product or service conformity and safety by persons doing work for KA. Knight Aerospace believes that ethical behavior is of the upmost importance for all doing work for Knight Aerospace.
- 20. Knight Aerospace reserves the right to require the need from External providers to:
 - 1.Implement a Quality Management System and we reserve the right to review and approve the External Providers Quality Management System.
 - 2. Require that the External Provider uses customer-designated or approved external providers, including process sources (e.g., special processes)
 - 3.Require the External Provider to notify Knight Aerospace of nonconforming product or services immediately upon discovery and obtain Knight Aerospace approval for nonconforming product disposition.
 - 4. Wherever applicable Knight Aerospace reserves the right to require external providers to show evidence of processes to prevent the use of counterfeit parts.
 - 5.The External Provider is required to: Notify Knight Aerospace of changes in product and/or process, changes of suppliers, and changes of manufacturing facility locations, Knight Aerospace reserves the right to approve such changes.
 - 6.All External Providers are required to: Flow down to the supply chain the applicable requirements including customer requirements.
 - 7.Knight Aerospace reserves the right to require External Providers to provide test specimens for design approval, inspection/verification, investigation, or auditing.