



NEWHART PRODUCTS INC.  
PURCHASE ORDER PROVISIONS

Terms and Conditions

1. Calibration: Measuring and test equipment (M&TE) that is used to determine the acceptability of product shall be calibrated to a frequency re-call system. All calibrations of M&TE shall be traceable to N.I.S.T. or equivalent.

2. Nonconforming Material: A system for controlling nonconforming material shall be maintained. At a minimum, a system for segregation, identification, and dispositioning shall be defined. Suppliers shall not knowingly ship nonconforming product without prior, written approval from the Newhart Products buyer.

3. Software Control: If software is used during the production and/or inspection of items on this Purchase Order, such software shall be controlled in accordance with DOD-STD-2168 or as otherwise approved by Newhart Products.

4. Quality Records: The Supplier shall retain records that provide objective evidence of Quality for a period of three (3) years after shipment. Records shall be made available to Newhart Products or its customers upon request.

5. Right of access

Newhart Products, our customers and regulatory authorities shall have access to inspect all material and workmanship at all times and places including, when applicable, during manufacturing. If any such inspection or test is made on the premise of the vendor, the vendor shall furnish without additional charge reasonable facilities and assistance for a safe and convenient inspection and or test.

6. Control of Sub-Tier Suppliers: Supplier shall be responsible for conformance to requirements of items purchased from sub-tier suppliers. Supplier shall assure the requirements of applicable drawings and specifications are imposed on sub-tier suppliers. Verification of purchased raw material shall include certifications for physical and chemical properties that shall be forwarded to Newhart Products upon shipment of the finished product.

7. Sampling Procedures: Unless otherwise specified by Newhart Products, when performing less than 100% inspection sampling, sampling plans shall be based on "0" percent acceptance and be based on ANSI/ASQC Z 1.4, latest revision.

8. Notification

The supplier or vendor shall notify Newhart Products of any changes in product and/or process definition and, where required, obtain organizational approval.

9. Federal Aviation Administration (FAA) Rights: The Federal Aviation Administration reserves the right to perform Audits of Newhart Products' Suppliers.

10. United States Government Rights: When the face of the P.O. specifies a Government contract and Department of Defense rating, expediting of this order can be enforced by the United States Government.

11. Surveys and Surveillance: Newhart Products shall have the right to conduct surveys and perform surveillance of the Supplier's and Sub-Tier Suppliers' facilities/operations to evaluate their capability to comply with contractual requirements. Newhart Products reserves the right to perform on-site Source Inspection by Newhart Products' Customer including the Government and Federal Aviation Administration.

12. Document Currency: Supplier shall utilize revisions of drawings and specifications current at the time of order placement or as otherwise amended in writing by Purchase Order.

13. FAA Licensed Repair Stations: Holders of FAA Repair Station Licenses (1) shall ensure that the work being performed is within their ratings and limitations and (2) shall notify Newhart Products in writing of any changes to the status if their license, ratings and limitation.

Verification of Purchased Products

1. Certificate of Compliance(Applicable to all Shipments): One (1) copy of a Certificate of Compliance indicating parts meet all applicable specifications, signed or stamped by an authorized Supplier representative shall be provided with each shipment. At a minimum, the Certificate of Compliance shall include the Supplier's name and address, Newhart Products part number and revision, Purchase Order Number, and the quantity shipped.

2. Certificate of Analysis: Certificates of Analysis shall be provided with each shipment of parts if stated on Newhart Products' Purchase Order.

One (1) copy of a completed Mill certified Test Report, including Chemical and Physical properties for all raw materials are required with each shipment. Whenever Newhart Products drawing and/or Purchase Order make direct reference to a specific material specification, all certifications shall include reference to the applicable specification and

its revision level. Subject material specifications include, but are not necessarily limited to SAE, AMS and MS specifications.

NOTE: When the raw material for this Purchase Order is supplied by Newhart Products, then the vendor shall document use of supplied material in lieu of the Certificate of Analysis.

3. First Article: Supplier shall provide a First Article Inspection Report (FAIR) with the applicable shipment whenever any of the following are true:

- This is the first shipment of this part number to Newhart Products
- This is the first shipment in excess of three (3) years since the last, previous shipment of this part number.
- A revision to the drawing has occurred since the last previous shipment of this part number. (In this case, the FAIR shall address only the changes since the previous FAIR).

The FAIR may be in Supplier format, but must address all drawing dimensions, characteristics drawing notes, and any required documentation. The FAIR shall list the required values, the actual measuring representative of the Supplier and dated.

Exclusions include, but are not limited to: distributors and Mil-Spec parts.

4. Perishable Items: When it is known by the Supplier that the product being supplied on this Purchase Order is perishable with a finite life expectancy, the Certificate of Compliance shall contain the respective manufacturing date and the expiration date of the product. If special storage temperature other than room temperature is required, the Supplier shall so specify. Material being shipped against Purchase Order shall have a minimum of 75% remaining of the shelf life when received at Newhart Products. Any exceptions shall be noted on Purchase Order.

5. Temperature Sensitive Items: The Supplier shall take adequate precautions to ensure that temperature sensitive material does not exceed maximum/minimum storage temperatures during the entire transit process. Shipping containers shall be clearly marked with the proper storage temperatures.

6. Cleanliness: Manufactured parts shall be free of oil, grease or other contamination.

7. Packaging: Good commercial packing techniques shall be used with sufficient protection to ensure safe arrival at Newhart Products.

8. Special Processes and Non-Destructive Testing (NDT): When the Newhart Products drawing or Purchase Order requires a Special Process or NDT, the supplier shall contact Newhart Products Purchasing for the name of an approved Supplier authorized to perform the required process. The Supplier's Purchase Order to the sub-tier supplier shall request a Certificate of Compliance that must be forwarded to Newhart Products

with welding and brazing, fluorescent penetrant inspection (FPI), radiographic (X-Ray) inspection and ultrasonic inspection process and heat-treat.

9. Suppliers of Machined Parts: Supplier shall provide a material sample with the applicable shipment whenever any of the following are true:

- This is the first shipment of this machined part to Newhart Products
- Material has changed since last shipment of this part to Newhart Products
- This is the first shipment in excess of three (3) years since the last previous shipment of this part number to Newhart Products