



Supplier Terms & Conditions

Scope.

These Terms & Conditions shall apply to all Suppliers that provide product to FSL Aerospace Ltd.

Purpose.

To define and establish the requirements for products supplied and to ensure that all such products comply with the requirement of FSL, the regulatory authority and any applicable Law.

To communicate these requirements, to the Supplier, plus their sub tier Suppliers, where necessary.

Definitions

"FSL" means FSL Aerospace Ltd.

"Supplier" means the provider of the goods.

"Order" means the Purchase Order (PO).

"Goods" means products, as specified.

"Invoice" means Tax Invoice as per the Goods and Services Tax Act.

"Law" means the laws of England and Wales.

Certification

- Any certification requirements will be as stated on the Order.
- All goods supplied which are sourced by a sub tier Supplier, must be made and supplied in accordance with **all** of the requirements of the FSL purchase order and all of the requirements must be flowed down to the sub tier Supplier(s).
- If product has a limited shelf life, the Supplier must ensure that at least **80%** remains upon delivery.
- If a product has a limited shelf life, the manufacture/cure date and the expiry date must be advised on the Supplier's advice note and certification.
- It is the responsibility of the Supplier to issue a First Article Inspection (FAI) Report in accordance with AS9102. The supplier shall perform a full FAI or a partial FAI if any of the following conditions occur:
 - 1) First time product is manufactured for production.
 - 2) A change in the design affecting fit, form, function and/or interchangeability of the part.
 - 3) A change in manufacturing source(s), process(es), inspection method(s), location of manufacture, tooling, or materials.
 - 4) A change in numerical control program or translation to another media that is utilized to produce end item parts.
 - 5) A natural or man-made event, which may adversely affect the manufacturing process.
 - 6) A lapse in production for two years, or as specified by the customer.
- Where the Order states "**Airbus Release**" the Supplier must ensure that the manufacturer is Airbus approved for the part and all suppliers within the chain of supply (stockist & distributors) hold AS9100/9120 approval at the time of order.

Delivery Window

- Zero days late. Early deliveries will be accepted, but **ONLY** if they fall within the same calendar month as stated on the Order.
- Deliveries will not be accepted in the last working week of the month unless specifically requested on the Order.

Foreign Object Damage/Debris

- The Supplier shall maintain a Foreign Object Damage/Debris control program assuring work is accomplished in a manner preventing foreign objects or material from entering and remaining in deliverable items.

General Requirements

- Any modification to the Order, unless agreed by FSL in writing, will not be binding on FSL.
- All goods must be packed, marked and transported as specified in the Order, and be packed in a suitable way to ensure product reaches FSL in good condition.
- Drawing control must be in place at the manufacturer/Supplier. The current issue/revision, or that specified on the Order, must be used unless otherwise mutually agreed, or requested by FSL, in writing.
- It is the responsibility of the Supplier to notify FSL, in writing, in the event of a process change that would affect the compliance of a product to drawing/standard.
- It is the responsibility of the Supplier to notify FSL, in writing, of any organizational changes.
- Supplier shall maintain a calibration system, for all inspection and test equipment, in accordance with BS EN 9100 or ISO 9001.

- The Supplier must maintain a preventative planned maintenance schedule for the tooling that is used on the Supplier's site.
- Access to the Supplier's premises by FSL/FSL's Customer Quality Assurance Representatives and/or regulatory authority representatives shall be allowed for the purpose of observation, audit or inspection of any work and pertinent documents relating to the order. The Supplier shall be required to provide adequate accommodation and/or services such that the representative can conduct his official duties.
- When acceptance authority media are used (e.g. stamps, electronic signatures, passwords), the organization shall establish appropriate controls for the media.
- It is the responsibility of the Supplier to notify FSL of any product safety requirements relating to the product or services supplied.

Legal/Compliance Requirements

- It is the responsibility of the Supplier to inform FSL if a product contains any substance listed as a substance of high concern within the REACH legislation.
- The Supplier must advise FSL in writing where they have knowledge of any "conflict mineral" being used in the manufacture of the product being supplied, including but not limited to, Tin, Tantalum, Tungsten or Gold sourced from the Democratic Republic of Congo, or its' neighbouring Countries.
- The Supplier shall comply with all applicable Export Regulations. I.e. International Traffic In Arms (ITAR) or Export Administration Regulations (EAR). The Supplier shall be responsible for obtaining any required licence, to export or re-export the product and its associated technical data and advising FSL on the product certification, if a licence applies.
- The supplier shall be able to demonstrate compliance to industry wide policies including but not limited to: Anti-slavery, Anti Bribery, Counterfeit Avoidance & human trafficking.

Notification of escaped defects

- When the Supplier identifies or becomes aware of a suspect or counterfeit product/service that has escaped from the Supplier's facility to FSL, the Supplier shall notify FSL within 72 hours. The Notification shall be in writing, addressed to FSL, on the Supplier's own letterhead.
- NOTE: For escapes that affect "Safety of Flight" (i.e. controls) the Suppliers shall submit all available information IMMEDIATELY.
- In the event of non-conforming product, the Supplier shall be responsible for any risk and costs involved with the return.

Obsolescence and Last Time Buy Notification

- The Supplier should inform FSL in writing, of any product that is known to be the subject of obsolescence, giving a last time buy notification date.

Payment Terms

- Unless expressly stated on the Order, FSL will pay for the Goods and/or Services as mutually agreed.
- Payment for the Goods and/or Services does not imply acceptance of the Goods and/or Services by FSL.

Retention

- Where a product is ordered by FSL, with traceability, it is a requirement that the Supplier retains records in any media form chosen, for a minimum period of 25 years.
- Prior to disposal of any record relating to traceable certification of a product, the Supplier shall seek written approval from FSL.
- Records must remain legible, readily identifiable and retrievable.

Taxes

- The Supplier agrees to pay and discharge all applicable taxes, duties and imposts on the Goods and/or Services including taxes in relation to employees, custom duties, import or export licenses and port charges. The Supplier hereby indemnifies FSL against any liability for such taxes, duties and imposts. FSL retains the right to withhold monies due to the Supplier in respect of any unpaid taxes, duties and imposts where payment of such by FSL is required by law or in relation to its contractual obligations, unless otherwise agreed.

Termination

- FSL may terminate by written notice any part, or the whole, of the Order, if the Supplier breaches any of its terms or conditions, or if the Supplier commits any act of bankruptcy or insolvency.
- FSL reserves the right to cancel or postpone the Order, or any portion thereof, without penalty, in the event that delivery and/or performance is not made within the specified time.

Warranty

- The Supplier warrants that the goods supplied shall conform to the specifications on the Order and be free from defects, copyright and patent infringements.
- The Supplier warrants and represents that all goods supplied will be free from all defects in design, workmanship and materials, and comply with the certification provided.
- All goods provided should be new and unused, unless otherwise agreed by FSL in writing.
- The goods are subject to inspection to BS 6001, test and approval after receipt by FSL and without limiting any other rights it may have, FSL may reject any product which contain defective design, workmanship or materials, do not conform to the specifications, do not include a valid FSL order number, or have not been ordered. Goods rejected may be returned at the Supplier’s risk and expense.
- Any repair procedures/operations require specific authorisation approval by FSL.

ANY OTHER CHARGES NOT SPECIFIED WILL NOT BE ACCEPTED

ISSUE AND AMENDMENT STATUS RECORD

Section	Current Revision	Details of Change	Date of Issue	Authorised By:
All	2.0	Completely re-organised into alphabetical order After the first three paragraphs	06.07.16.	MR
Certification paragraph	2.1	Re wording of the last bullet point concerning “airbus release”	24.08.2016	MR
Warranty	2.2	Flow down of Acceptance Authority Media	21.12.2017.	MR
Warranty	2.3	To move Export requirements to Legal section and to move Acceptance authority media to General section.	21/06/2018	MR
Legal/Compliance Requirements	2.4	To include: The supplier shall be able to demonstrate compliance to industry wide policies including but not limited to: Anti-slavery, Anti Bribery, Counterfeit Avoidance & human trafficking.	10/07/2018	MR
Certification	2.5	Editorial changes to the AS9102 requirements.	05/10/2020	MR