

Carson Helicopters' Terms and Conditions

Carson Helicopters issues this purchase/repair order subject to the following terms and conditions:

Purchase Order

1. Carson Helicopters' purchase order number must appear on the packing slip.
2. Material to be purchased on this order will be supplied as specified. Any deviations, including price adjustments, will be accepted only with prior written approval from Carson Helicopters.
3. Goods ordered on this purchase order are expected to be delivered as quoted and reflected on the order. The purchase order or any line thereof is subject to cancellation free of any claim or liability for failure to deliver on schedule except for causes beyond the seller's control.
4. Terms are Net 30 unless otherwise stipulated on the purchase order.

Repairs

5. Components/material being sent for repair requires an initial inspection report and a quote of the estimated charges to accomplish the scope of work requested or as deemed appropriate by the repair station.
6. Quotes shall include a detailed description of the work proposed as well as a breakdown of the parts and labor required and an estimate of the turn time after quote approval is received. Quote validity shall be no less than 10 days from receipt.
7. If additional charges beyond those quoted are anticipated after work commences further work is to be halted until such charges are approved in writing. A revised estimated ship date should accompany the new quote.
8. Unless otherwise agreed in writing, all special dies, molds, patterns, jigs and fixtures furnished to the seller, by the purchase, shall be the property of Carson Helicopters, shall be subject to removal at no charge by Carson, shall be used only in filling orders from Carson Helicopters, shall be held at seller's risk, and shall be kept insured by the seller while in its custody or control in an amount equal to the replacement cost thereof with loss payable to Carson. Final payment on this purchase order will be subject to the return of special tools, dies, jigs, etc.
9. The seller shall comply with all applicable laws, regulations and directives Federal, State and Local, including but not limited to those relating to prices, price discrimination, safety, workman's compensation, minimum wages, overtime and the that the seller will defend and save harmless Carson Helicopters from loss, cost of damage by reason of actual or alleged infringement of letters patent concerning same.

Quality Assurance

10. If applicable, material supplied must be accompanied by a manufacturer's certification, FAA Form 8130-3 or company Certificate of Conformance.
11. PMA material must be clearly marked with airframe and/or engine eligibility information.
12. Items with a shelf life must have at least 75% of the manufacturer's recommended shelf life remaining. Exceptions may be granted on a case by case basis and must be approved in writing prior to shipment.
13. Seller warrants that the material furnished on this order will comply with all specifications set forth on said order and that the material is not incident related and has not been subjected to any unusual stress/heat or immersed in salt water.
14. Suppliers are responsible for compliance to all stated Quality Clauses. The supplier shall have a process for identifying and reviewing all Carson Helicopters' requirements, including the purchase order, all related purchasing specifications and drawings, as well as all associated subordinate documents. Additionally, this includes approved sources for raw materials, processes, and requirements for delivery. The supplier shall be responsible for ensuring that appropriate requirements flow down to sub-tier suppliers.
15. The Supplier shall maintain records for a minimum of ten (10) years that provide objective evidence of compliance to the purchase order requirements and/or specifications. The records shall be legible and must be retrievable within 48 hours of a request
16. The supplier shall have complete traceability regarding product non-conformity and the associated disposition. The non-conformance system shall be described as part of the Quality System, and records shall be readily available to Carson Helicopters' on request. This system shall ensure that all non-conforming material is positively identified to prevent use, shipment, and intermingling with conforming material.

17. Acceptance of this purchase order obligates the seller to perform, upon request, a corrective action investigation when discrepant material is received by the buyer. A written report shall be furnished, within a period of five business days, which is specific and conclusive to prevent a reoccurrence of the discrepancy.
18. The supplier shall maintain a quality/inspection system which is in conformance with the requirements of AS9100 and/or ISO 9001 to include: Receiving, First Article, In-Process and Final inspection including Inspection and Test Records supplied to Carson Helicopters at the point of First Article Inspection (if requested via Carson Helicopters' Purchase Order) and upon completion and shipment of said order.
19. A Certificate of Conformance (COC) shall be provided with the shipment of the product to demonstrate that the materials meet the requirements. The COC must contain Certification or test result, PO number, Composition, Nomenclature, Serial numbers if applicable, Specifications(s) and revision, Lot code and batch code, and Signature and title of the authorized representative.
20. Suppliers shall establish and maintain a Counterfeit Parts\Material Prevention and Control Plan to ensure that counterfeit goods and material are not delivered to Carson Helicopters. Supplier shall provide written notification to Carson Helicopters' Purchasing Manager and/or Quality Manager if supplier becomes aware or suspects that it has furnished Counterfeit Goods within 24 hours. Supplier shall provide to Carson Helicopters' Purchasing Manager and/or Quality Manager, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product. Supplier shall have a documented process in place to ensure Counterfeit goods are contained and do not reenter the supplier chain. Any counterfeit or suspect counterfeit, goods and materials delivered to Carson Helicopters' will be controlled by Carson Helicopters' to prevent reentry into the supply chain. The counterfeit or suspect counterfeit, goods and materials delivered to Carson Helicopters' must be replaced with non-counterfeit parts or credited at the expense of the supplier. Supplier shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as goods or material to Carson Helicopters' as applicable.
21. The supplier shall maintain a documented traceability system to track all raw material from delivery and inspection through to final completed parts/components, testing and verification.
22. Special processes such as cleaning, marking, finishing, chemical films, or inspection (e.g., x-ray, magnetic particle, ultra-sonic and dye penetrant inspection), shall meet the requirements listed on our customers print and/or purchase order and associated documents. The supplier shall have documented procedures (under configuration control) and acceptance criteria for these processes.
23. The supplier shall maintain a calibration program. Test and Measurement Equipment shall be calibrated either internally or by an outside organization. The test setups shall have documented traceability of their accuracy and repeatability against a known standard.
24. In addition, Carson Helicopters' Quality Assurance reserves the right to conduct routine audits of the work to monitor progress, conformance to design, quality, and testing. Work under our purchase order is subject to Carson Helicopters surveillance/inspection at the supplier's premises or sub-tier supplier's facility. The supplier and/or sub-tier supplier will be notified three (3) days in advance if a surveillance/inspection is to be conducted.
25. The supplier shall provide packaging that maintains the quality of the product and prevents damage, deterioration, substitution, or loss while in transit or while in long term storage. The supplier shall label the exterior of the package to ensure adequate identification of precautions needed to ensure the integrity of the product being shipped or stored. The supplier shall ensure proper and on-time delivery without damage to the product. Material damaged due to inadequate packaging will be rejected and returned to the supplier.
26. The Supplier shall ensure that its employees are aware of their contribution to product or service conformity. Their contribution to product safety and the importance of ethical behavior.
27. The Supplier is required to notify CHI of all nonconforming material or articles that have left the Supplier's quality control system.

Delivery

28. Shipment will be by the carrier and service level indicated on the purchase order. Any deviation without prior written authorization will result in the shipment being rejected or the difference in freight cost being deducted from vendor's invoice.
29. Deliveries are accepted at Carson Receiving between the hours of 7:30 am and 3:30 pm. Deliveries at all other times must be coordinated by Contacting the Shipping/Receiving Department at 215-249-3535 X320.

Acknowledgement

30. Acknowledgement of this purchase order and the terms and conditions outlined herein is requested within three business days. Failure to provide an acknowledgement does not exempt vendor from adhering to, nor Carson Helicopters from enforcing, the terms and conditions outlined.