

Supplier Terms and Conditions

1. SCOPE

SOLAIR GROUP General Terms and Conditions of Purchase, Delivery and Service shall apply to all deliveries and services of SOLAIR GROUP, as well as companies affiliated with SOLAIR GROUP (Hereinafter collectively referred to as "SOLAIR GROUP"). SOLAIR GROUP shall not recognize any contrary or deviating terms and conditions of the party accepting the order unless SOLAIR GROUP explicitly agreed to their validity in writing. External Suppliers are required to meet the requirements and/or specifications stated on any Repair Order or Purchase Order accepted, including the flow-down of this information to sub-tier external suppliers or sub-contractors (including customer requirements) regarding the need for the supplier to:

2. PURCHASES

1. Purchases made by SOLAIR GROUP are subject to confirmation in all respects. The information contained in printed material, offered in the Purchase Order, shall specify its requirements including but limited to: Part number, Price, Delivery date, Quantity, Condition, Description, Processes, products, Special requirements, Critical items, Key characteristics, Services to be provided including the identification of relevant technical data (e.g., customer-designated specifications, drawings, process requirements, work instructions and/or external providers)

2. The Order, where completed or accepted by SOLAIR GROUP and the Seller, constitutes an offer by SOLAIR GROUP to purchase the Goods and/or acquire the Services subject to these Conditions and an acceptance by the Seller to sell the Goods and/or supply the Services subject to these Conditions.

3. The Seller warrants to SOLAIR GROUP that the Services will be performed by appropriately qualified and trained personnel, in accordance with ISO 9001 of equivalent QMS Standard and with due care and diligence as it is reasonable for SOLAIR GROUP to expect in all circumstances.

4. The Seller warrants to SOLAIR GROUP that the Seller shall provide and maintain a quality program in accordance with ISO 9001 of equivalent QMS Standard. The Quality Assurance representative must approve any deviation or waiver to this requirement.

5. The Seller shall notify SOLAIR GROUP of any changes to products, processes, or services, including any changes of their external providers or location of manufacture and obtain prior approval.

6. Seller shall provide invoice, packing slip and certificate of conformance and/or FAA form 8130 (where required) with all shipments.

7. Seller agrees to notify SOLAIR GROUP of any shipment exceeded 150 lbs. prior to dispatch. Failure to comply will result in a charge-back to the vendor as a failure to comply.

8. SOLAIR GROUP is required to control and monitor all external suppliers' performance and use this information to approve or deny the external supplier. SOLAIR GROUP uses statistical techniques for product acceptance.

3. RECORD RETENTION

All records required to be generated by a purchase order, contract or any other seller specification will be retained by the Seller for a minimum of 10 years from the date of

acceptance by SOLAIR GROUP. Unless notified prior to that time, the Seller shall contact SOLAIR GROUP for disposition action to be taken at the end of the 10 year period. All records regarding the items purchased by SOLAIR GROUP on the relevant purchase order must be maintained in the English language.

4. RIGHT TO ACCESS, INSPECT AND TEST

1. The Seller shall not unreasonably refuse any request by SOLAIR GROUP to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide SOLAIR GROUP with all facilities reasonably required for inspection and testing
2. The Seller shall provide right of access to SOLAIR GROUP and their customers 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.
3. SOLAIR GROUP will reserve the right to conduct surveillance visits to any of the Seller's premises to confirm that the Seller's quality systems meet that of IAC's requirements as well as any quality standards requirements applicable to (ISO/AS) latest revisions. Entry shall provide access to quality systems documentation and quality records as well as the ability to conduct audits and verify product and processes. Note: Attendees of such surveillance visits may include SOLAIR GROUP, regulatory bodies, or a representative of SOLAIR GROUP.

5. COMMUNICATION

1. Seller shall confirm in writing any order accepted by either formal acknowledgement document or electronic email acknowledging all specifications and conditions required in the purchase or repair contract, including any customer requirements or specific document requirements.
2. The Seller shall supply SOLAIR GROUP in good time with any instructions or other information required to enable SOLAIR GROUP to accept delivery of the Goods and performance of the Service.

6. NONCONFORMING PRODUCT

1. Seller agrees to notify SOLAIR GROUP of any nonconforming product and/or process and obtain written approval for nonconforming product disposition prior to dispatch.
2. The Seller is expected to develop, implement, train and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit material. In addition, the Seller shall provide notification to SOLAIR GROUP or any other recipients of counterfeit material(s) when warranted. If suspect or counterfeit material(s) are furnished under this purchase order or are found in any of the material delivered here under, such items will be quarantined and then ultimately be destroyed by SOLAIR GROUP. The Seller shall promptly replace such counterfeit material(s) with material acceptable to SOLAIR GROUP. The Seller shall be fully liable for all associated costs.
3. Alternate product(s) are not acceptable unless approved in writing by SOLAIR GROUP in prior to dispatch.

7. PERSONELL

1. Seller acknowledges and agrees that SOLAIR GROUP requires that the Seller maintain a high standard of ethical conduct in all its dealings with SOLAIR GROUP. The Seller, where requested, shall provide evidence of ethical behavior not limited to anti-bribery, anti-child labor, anti-slavery and whistle blowing. The Seller agrees to ensure that persons are aware of their contribution to product and/or service conformity, and product safety.