

# TERMS AND CONDITIONS

## **Preamble:**

All of the required below is an integral part of the purchase order. The supplier acknowledges that its possible general conditions of sales may not contradict or replace the required below.

## **Repository of Quality Assurance:**

Lev-Fab's procurement must meet the partial or total demands of ISO 9001 V2015 references.

Lev-Fab's procurement for business aviation, aerospace and defense must meet the requirements of AS 9100 D references. Items intended for aeronautics, aerospace and defense sectors are identified in the purchase order.

Special provider processes (welding, gluing and bullets, riveting, surface treatment including painting, forging/molding/extrusions/plate, heat treatment, welding/brazing, tightening torque/marketing witness, GRP (Composite Polyester/Panel phenolic) must be the subject of a description of procedures, a validation or qualification of these processes and involved staff.

The provider must inform Lev-Fab's quality services and purchasing of the changes on the product (manufacturing processes, materials, subcontracting, etc.).

The provider shall issue a certificate of compliance at any time and an inspection certificate if required

The supplier shall ensure that being socially responsible (human rights, discrimination, environment, security and minimum working age).

The supplier must prevent the use of counterfeit parts.

The supplier must focus on ensuring that the product or service offered is safe and does not represent an unacceptable risk of harm to persons or damage to property.

Lev - Fab and his final client reserve the right to intervene in the manner deemed necessary to ensure the quality of the products.

Lev - Fab, their customer and regulatory authorities reserve the right of access by the organisation to the applicable areas of all facilities, at any level of supply chain, involved in the order and all applicable records.

This provision may apply to individual cases to the supplier or its sub-contractors suppliers, regardless of his rank in the supply chain. The supplier must ensure that all submitted requirements are reflected and respected by its own suppliers or subcontractors.

The quality requirements of Lev-Fab's clients are applicable to Lev-Fab's suppliers.

## **Elements formalizing requirements:**

All of the mentioned items:

- In the purchase order,
- In the technical specifications of the provider, duly published (Web, catalog, e-mail),
- In the plans provided to the supplier,
- In standards and specifications referred to in these documents as an integral part of the requirements related to the purchase order.

## **Other specific standards:**

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References purchased by Lev-Fab, for which is stipulated specific standards compliance, must be accompanied by the necessary Documents for traceability imposed by Rohs, Reach, Aws. CWB, Asme etc. Standards.

## **Environmental Requirements:**

Lev-Fab is committed to reducing environmental impacts through best practice in accordance with the ISO 14001 standard. Lev-Fab is looking for a relationship with its suppliers, concerned about the environment and significant impacts sharing the same objectives an eco-responsible production. Lev-Fab encourages target providers to meet the requirements of ISO 14001.

This list of environmental requirements defines the responsibilities and commitments that Lev-Fab wishes to share with its subcontractors as part of the relationship that binds them.

### Lev-Fab is committed:

- To transmit to its subcontractors all relevant information on its environmental management system.
- Build with its subcontractors a relationship of trust to promote their potential for new practices in environmental management in order to implement a continuous improvement and innovation process.
- To respect the rules of competition as well as the equal selection of competing companies with regard to environmental criteria.

### The supplier undertakes:

- To respect the steps of the purchase process of Lev-Fab.
- To respect the health and safety instructions for people and facilities at all sites.
- Select environmentally respectful products and services and analyze impacts throughout their life cycle.
- Minimize the use of non-renewable materials.
- To recover and recycle the materials that make up the product used and facilitate its return to recycling or recovery facilities.
- To use products consuming the least possible energy, water, chemicals, fuel, materials, etc. ...
- To use products that are less polluting to use than other competing products (toxic emissions, spills in the environment, etc.) and thus eliminate substances that could endanger the health of users.
- To promote compliance with environmental protection regulations and implement the necessary actions to limit the impact of its activities.
- To transmit any information relating to a hazardous product used in the course of its activities to Lev-Fab and to advise how these materials will be disposed.

## **Regulatory or legal requirements:**

It is up to the provider to identify and take into account regulatory or legal requirements applicable to the product delivered.

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## Parts purchased on plan:

The definition of the cued 2D plane is the only authentic document. Possible model parts or other documents (such as 3D Catia) are provided for information only, without contractual value unless otherwise written by Lev-Fab.

The supplier shall provide the following for the validation of the first pieces:

- Metrological report,
- Manufacturing and control processes flowchart. Subcontracted operations must clearly be identified and the name of the mentioned subcontractor. The supplier is responsible for the choice of its subcontractor and makes sure he knows, respects, and enforces standards to his profession and to the product to realize. The provider is responsible for the qualification of its subcontractor, and thus bears quality responsibility of all product purchased by Lev - Fab.
- Each part monitoring plan,
- Material certificate,
- Certificate of coating controls (thickness, required corrosion, etc.),
- Certificate of compliance.

Lev-fab requires in-process inspection forms showing 100% inspection on critical key characteristic for less critical characteristic should be inspected following sampling plan requirements.

If supplier conducts capability studies, they need to demonstrate that processes are under control by showing a Cpk of 1.33 or higher on all key characteristics, any other requirements and specification or general dimensions shall be checked by normal inspection process.

In the case of a specific tool financed by Lev-Fab or its customers, the supplier shall provide the following information to Lev-Fab:

- Designation of the tooling,
- Plan number and part(s) to which it relates,
- Inventory or asset number,
- The place where the tools may be visible and available,
- The name and contact details of the person to contact for information on this tool.

The provider can split its first purchase order line to present in advance of phase, its first parts made for product validation.

All supplies of parts purchased on plan must be accompanied by a declaration of conformity.

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## **Non-compliance and missing documents:**

In the event of non-compliant parts detected by Lev-Fab, the provider must:

- Respond immediately following receipt of DDF (Declaration of default provider) and advise on corrective actions put in place to secure the current productions and replace the quantity involved.
- Answer on the analysis and corrective actions put in place ensuring the delivery of compliant products and the non-recurrence of non-compliance.

Lev-Fab reserves the right to block the payment of invoices for the amount of the order-line of a non-compliance or delivery without the required documents.

In the event of non-compliant parts detected by the provider and up through their supplier chain, the provider must:

- Systematically report to Lev-Fab's quality and purchasing services the detection of non-compliance.
- Put in place a plan of action in consultation with Lev-Fab's quality and purchasing services for replacement and treatment of non-compliance.
- When the disparity detected does not affect reliability and function of the product, the supplier may submit a request for exemption to Lev-Fab's quality and purchasing services.

## **Delivery periods - penalties:**

Acknowledged by the supplier and accepted by Lev-Fab, delivery periods are contractual. Lev-Fab reserves the right to charge delay penalties if caused by the supplier plus costs resumed or catching up with its clients, related to non-compliance or delays in delivery.

Deliveries cannot be made before the date required in the purchase order or accused and explicitly accepted by Lev-Fab.

## **Traceability, identification and records:**

The provider must:

- Ensure the identification of the products according to IDs defined in the contract documents,
- Ensure the traceability of supplies: ability to trace the origin, history, use or location of the product by means of a recorded identification,
- Keep or do keep the recordings relating to the quality of products for itself and its own subcontractors for a minimum of 10 years.

## **Packaging - packaging - logistics:**

The provider ensures that the packaging of the purchased products respects the integrity of the purchased products and that it is compatible with its logistic choice.

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The subcontractor must ensure that its packaging process improves the product life cycle. This can be accomplished by deleting or decreasing the amount used. It may favor the use of economical format containers to the detriment of individual containers. The use of recycled materials for packaging is recommended.

Any parts damaged due to an inadequate protection or packaging reception may be the subject of a refusal with the carrier who will bring back the product.

## **Identification of the delivered products - delivery slip:**

Lev-Fab's identification is structured in the manner following, the ARTICLE-ID and revision.

In the case of parts on plan, the revision, if it exists, is an integral part of the ARTICLE-ID. Supply associated, called in control and definition plan relating thereto are the same revision. Its mention is mandatory.

Several pieces can be grouped in a handling unit (UM), if this grouping corresponds to the contents of the delivery slip.

The DS must be physically attached to the UM that matches its contents. It may refer to a single item No. Lev - Fab. Its reference is mandatory for each position, in addition to the reference of the provider:

- No. ARTICLE Lev-Fab.
- The number of line in the Lev-Fab order.

Any shipment of parts not complying with this specification will be treated as non-compliance and subject to a return to the supplier at his expense.