11323 Commando Rd. Everett WA 98204

Vaupell Purchase Order Terms and Conditions

The provisions listed below shall be made part of the Purchase Order. The requirements of this document are generic and are intended to be applicable to all organizations doing business with Vaupell Northwest. Exclusions or deviations to these requirements are to be submitted in writing to the Quality Manager. Verbal authorizations will not be permitted. Requirements that cannot be applied due to the nature of the organization and or the products/services provided will be considered as excluded, providing such exclusions do not affect the organization's ability or responsibility to provide product/service that meets Vaupell's and regulatory requirements.
Acceptance of the Purchase Order implies acceptance of this document and its terms.

All parts and/or other property that are provided by Vaupell to Vendor under this Purchase Order, along with all products, designs, inventions, and ideas that are developed in whole or in part in connection with the services performed under this Purchase Order, shall at all times be and remain the exclusive property of Vaupell. Vendor waives any and all rights of lien against said property and agrees, upon request, to execute all documents necessary to confirm or perfect the exclusive ownership of said property by Vaupell. If drawing references additional drawing and specifications not supplied, please contact buyer immediately before performing any work.

Terms and Conditions designated with a suffix of 1 are only applicable to suppliers delivering product or services to Vaupell. Suffix 1 is not applicable to suppliers under facility classification.

Terms and Conditions designated with a suffix of 2 are applicable only to suppliers performing calibration activities.

1.0 Quality System Requirements – 1 & 2

The supplier must compile and maintain a single source of documented information and refer to it as a Quality Manual. The Quality Manual must include a description of the quality management system and contain or make reference to the documented information and associated aviation, space, and defense industry requirements contained within AQMS.

The Supplier's Quality System shall comply with the requirements of one of the following:

A) ISO 9001
B) ISO 13485
C) AS9100
D) ISO/IEC 17025
E) Approved Audit

NOTE: If supplier is not compliant to this requirement, the Buyer shall conduct risk assessment and approval shall be provided by Vaupell Quality Management team (Manager or SQE).

Handling and Storage of Mylars- To maintain media accuracy and stability, plots are recommended to be handled and stored as followed:

A) Plots should be handled according to the following recommendations. Failure to follow these recommendations may shorten the usable life:
B) Do not roll less than 3 inches inside diameter

C) Do not expose the media to heat generating sources. This may include laser printers, computer monitors, copy machines, air compressors, transformers, batteries, engines, and sunlit enclosed places.
D) Do not fold, crease, or damage in anyway, as this also effects the dimensional stability.

DPD / MBD (Digital Product Definition/Model Base Definition)

A) Supplier to have a Documented DPD Process
B) CATIA synchronization per D6-56199
C) CAD, CAM (when used for product acceptance), CAI software additions, updates, or changes
D) Addition of new Coordinate Measurement System (CMS) and CNC On-machine probing equipment
E) Quality manager or key personnel.
F) DPD program shall meet the requirements of D6-51991

2.0 Source Inspection – 1 & 2

Customer/Vaupell Rights: The Customer and/or Vaupell reserves the right to inspect any or all of the work included on this order at the Seller's plant. In such cases Vaupell's Quality Assurance will notify you forty-eight (48) hours in advance.

3.0 First Article Inspection – 1 & 2

First Article Report: The Seller shall furnish a First Article Report with the first shipment of each item when:

- It is the first time the seller has made/supplied the item to Vaupell.
- Drawing Revision changes a drawing dimension. (for the change only).
- A seller makes a change in major sub-tier support, i.e., different machine shop, chemical treatment, plating, from the original FAI.
- Seller makes an engineering prototype.
- After two (2) years lapse in production.
- There has been a change in manufacturing source(s), process(es), inspection methods, location of manufacture, tooling, or materials that can potentially affect fit, form, or function.

NOTE: First Article Inspection may not be required from supplier if noted in the purchase order.

Any product or paperwork nonconformities identified by the Buyer shall be communicated to the Seller upon discovery and resolved to compliance.

*First Article inspection process and report (FAIR) instructions, use AS9102 for complete process requirements.

4.0 Test Data/Reports – 1

Material Certs: One (1) copy of material certification, identifiable to the material submitted, must accompany each shipment.

Applicable to all supplier delivering product where engineering data was provided:

A) Dimensional Data: A dimensional check sheet shall be furnished with each part submitted for inspection. All check sheets shall include the heat, batch, or lot number (as applicable), traceable to the raw material used, and shall specify the characteristics inspected and shall indicate acceptance by Seller.

Additional requirements to raw material supplier (such as Resins, Paint, Adhesives):

A) Acceptance Test Data: Each shipment against this order must be accompanied by a copy of the Seller's acceptance test(s) data to provide evidence of compliance with all acceptance test requirements.

B) Physical/Chemical Report: A validated physical/chemical test report must accompany all shipments made against each item of this Purchase Order, which indicates the percentage of each element that makes up the chemical composition and physical properties of all raw materials. The report shall specifically identify the material by reference to the number of the melt, cast, heat, drop, lot, or other similar designation, and must indicate the applicable specification, revision, and Purchase Order designation.

C) Physical and Chemical Analysis: Seller shall maintain results of chemical and physical analysis performed on raw materials, which are employed on fabrication of articles purchased on this order and shall make these available upon request.

D) Supplier must periodically validate test reports for raw material accepted on the basis of test reports. That validation must be accomplished by Supplier or other independent party through periodic, scheduled tests of raw material samples. Schedules for frequency of tests will be established by Supplier based on historical performance of the raw material provider/manufacturer.

Additional Certification documents are required for all outside processing to BAC, Industrial standards (IE: MIL-STD-XXXX and such per Engineering defined requirements. Possible D1-4426 compliance also.

5.0 Lot Traceability – 1 & 2

A) Traceability System: All items on this order are subject to traceability at the seller's facility, which is defined as the ability to trace the history, application, country of origin, use and location of an individual item or characteristic lot of items through the system assignment, recording and correlation of control identification

B) Lot Identification: The Supplier shall assign a lot identification for each batch or manufactured lot. A lot is defined as a quantity that has been blended, mixed, or fabricated during an uninterrupted manufacturing run. Each item in each lot shall be properly identified with the assigned lot number. Unless otherwise specified, the Purchase Order number is the lot traceability number.

C) Single Lot: All items furnished in accordance with this Purchase Order shall be of the same manufacturing lot. The manufacturing lot number shall be marked on the shipping papers.

D) Identification: The Seller shall legibly identify each part, assembly, and material in the methods, and with the information, prescribed by the detail document. For example, drawings, purchase order number, gage, or tool number, etc., as required.

NOTE: Parts, assemblies, and materials not having sufficient space or identified as not feasible to be identified per designated part marking method identified in the applicable drawing/purchase order must be escalated by the Seller to the Buyer in writing. Buyer shall then provide instructions to the Seller on how to proceed in writing.

6.0 Age Control/Cure Dates – 1

Age-Sensitive Material: The articles furnished in accordance with the Purchase Order are subject to Age Control, Seller shall mark articles with batch or lot number, date of manufacture, cure date, storage environment, and/or shelf life as applicable. Unless otherwise specified in the Purchase Order, articles subject to age deterioration shall not be supplied when more than 20% of the shelf life has been expended.

7.0 Certificate of Compliance (Conformity) – 1 & 2

The Seller shall submit with each shipment of material a statement on the Seller's stationary that certifies the following: "All material and/or services supplied are in conformance with requirements of the purchase order. Test reports, inspection results or other verifiable documentation of quality are maintained at the point of manufacture and are available for review by the Buyer and/or Government representative."

Certifications shall contain, at a minimum:

A) Seller's name, address, and if applicable, supplier's product identification;
B) The Vaupell Purchase Order number
C) Product identification and revision level (full discretion as defined from the Purchase order and engineering. IE. Drawing / Engineering number)
D) Quantity supplied / shipped
E) Statement that the product, material, service, or process conforms to the purchase order requirements
F) Authorized signature and date of quality representative or company official with title listed. The design and specifications from the engineering documents defined from the Purchase Order. With the title and revision. (Material, Special Processes, testing ETC.)

As applicable, the certificate shall also contain:

A) Serial numbers, lot numbers and /or batch number
B) Verifiable results (usually numerical results of observed visual criteria) of all testing /inspections required by PO, drawing or specifications for raw materials, special processes, and other applicable products. Boeing products need to show compliance with D1-4426 requirements.

Catalog Items: For standard "off the shelf" (catalog items), a packing list is acceptable with a reference to purchase order. No revision level is required. (COTS = Commercial Off The Shelf)

8.0 Right of Entry – 1 & 2

The Buyer's Quality Assurance representative, Vaupell's customer and/or their customer and any regulatory agency may perform audits and maintain surveillance of the seller's facility to assure compliance with the Quality Program and evaluate the degree of capability and the continuing application of such ability to comply with these requirements. This function may also apply to sub-suppliers with seller's cognizance. The seller shall provide such facilities and assistance as may reasonably be required by the Buyer's Quality Assurance representative in the performance of their functions.

9.0 Change Control – 1

A) The Seller specifically agrees that no changes are made in design, configuration, material, manufacturing process, testing method, or testing sequence without the prior written approval of the buyer.

B) Seller's drawings, specifications, process documentation and test procedure, which have previously been approved by the Buyer shall be resubmitted to the buyer for evaluation and approval prior to the Seller effecting changes to the product or data. Changed articles shall be identified so as to segregate them from the unchanged articles.

C) The Seller is required to inform Vaupell of any changes to their Quality System Status or changes in their management organization that could impact product being supplied to Vaupell.

10.0 Rejected Material – 1 & 2

A) Failure Analysis: Seller shall conduct failure analysis on returned products as required by buyer and furnish documented report of results to the Buyer. Each failure analysis report shall contain the basic identification information as to the type of hardware that failed, type or description of the analysis that was conducted on the failed part, the conclusions derived as a result of this analysis and the corrective action taken to prevent a recurrence of the failure. Buyer reserves the right to witness the failure analysis.

B) The supplier Acceptance Test Procedure (ATP) is intended to provide reasonable assurance that a NEW part/component meets the minimum requirements for fit, form, and function for its intended use. The ATP is insufficient as a standalone investigation tool for a specific documented nonconformance, unless a step within the ATP specifically accounts for/tests for the identified nonconformance. Supplier investigation of documented NONCONFORMING product(s) must lead the supplier to eliminate the cause(s) of the nonconformity, in order that it does not recur or occur elsewhere" (QMS AS/EN/JISQ 9100) or produce evidence that the supplier is not at fault.

C) Resubmission: Re-submittal of previously rejected parts or materials, including lots rejected on the basis of sampling inspection, shall be accompanied by the statement "Re-submittal Lot" on the Seller's shipping document and shall reference the Buyer's rejection report number. Such re-submittal shall be made on a separate Seller shipping document.

D) Notice of Escapement (NOE): Seller shall immediately notify buyer if any non-conforming condition that does not meet specifications is identified. This requirement shall apply when the non-conforming condition is identified and is not restricted by the time of manufacture or shipment of product to

Vaupell but applies under no time restrictions. Seller shall formally notify the buyer as a Notice of Escapement (NOE) on supplier's official letterhead.

11.0 Inspection and/or Production Tooling – 1 & 2

Seller is held responsible for the control, protection, calibration, and care (other than normal wear) of all materials, tooling, and equipment furnished by the Buyer or paid for by Vaupell for use in performance of Purchase Order requirements. All tooling shall be subject to Buyer surveillance and/or inspection upon notice. Said material, tooling, or replacement tooling of equal quality, shall be returned to the Buyer in an acceptable condition upon demand or notice.

The Supplier must retain documented information that provides evidence of monitoring and measurement equipment calibration. The retained documented information must include the required calibration register elements defined within the AQMS standard and the results of calibration. The organization shall maintain a register of the monitoring and measuring equipment. The register shall include the equipment type, unique identification, location, and the calibration or verification method, frequency, and acceptance criteria.

12.0 Special Processes Approval / Certification – 1 & 2

A) Approval and Certification: Special processes, equipment and personnel utilized in performance thereof, shall be subject to approval or certification by Vaupell Quality Assurance. Certification of special processes performed by a lower tier supplier is the responsibility of the Seller (first tier supplier). Objective evidence of special process certifications of the Seller's lower-tier supplier(s) shall be available to Vaupell Quality Assurance at the facilities of the Seller and at any sub-tier supplier's facility utilized in the performance of this order.

B) Approval: Processes performed by the Seller or his subcontractors, such as welding, heat treating, cleaning, electroplating, anodizing, chemical filming, nondestructive testing, etc., require Vaupell Quality Assurance approval prior to fabrication under this order, and objective evidence of process specification compliance must be retained and be made available to Vaupell and/or Government on request.
D1-4426 compliance for all Boeing products manufactured.

C) Certification: Process Certification must accompany all shipments to Vaupell and shall identify the processor, process used and the specifications to which they conform. When nondestructive tests are performed, the certification shall be accompanied by a legible copy of the report.

13.0 Nonconforming Material – 1

Seller's items which adversely affect form, fit, function, or reliability and are not conforming to Vaupell specifications shall be dispositioned by Vaupell Material Review Board (MRB)/ DMR prior to shipment. Disposition by Vaupell MRB/ DMR may be obtained by contacting the cognizant Vaupell Buyer. MRB/ DMR authority is not delegated to the Seller where nonconformance affects form, fit, function or reliability. Seller shall respond to requests for return material authorization (RMA) within two (2) business days. If RMA is not received from the Seller within two (2) business days, product will be returned to the Seller without RMA for credit or replacement. Seller shall take immediate corrective action regardless of nonconformance identified to ensure that suspect and nonconforming product is contained. At a minimum, the following needs to be performed:

A) Identify the problem
B) Quarantine suspect material
C) Establish a clear break point
D) Review all suspect material
E) Identify root cause
F) Implement corrective action
G) Validate the effectiveness of the corrective action
H) Update quality system documentation
I) Review potential downstream effects on similar products.

All costs and expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from the Seller by equitable price reduction or credit against amounts that may be owed to Seller under this Agreement or otherwise. All costs, expenses, and loss incurred by buyer include the following but not limited to:

A) Transportation costs
B) Line down costs associated with buyer production
C) Line down costs associated with buyer customer's production
D) Other entities used to manufacture, produce, or provide any products or services in substitution for the products or services to be delivered or provided by Seller

14.0 Re-qualification – 1

Re-qualification on previously qualified items may be required as determined by Vaupell when a change is made to the design or to the production process. Specific situations that generate a requirement for re-qualification include:

A) Any change in hardware design or spec.
B) A new manufacturing or processing source
C) Relocation of a manufacturing or processing facility
D) Interruption of 90 or more days in production of the item.

Suppliers and/or sub-tier suppliers anticipating or experiencing any of the above shall notify Vaupell within three (3) working days if any of these situations become apparent. Vaupell will provide suppliers with specific requalification requirements when required.

15.0 Sample Inspection – 1

Seller shall comply with requirements of document AS9138 "Aerospace Series – Quality Management Systems Statistical Product Acceptance Requirements", as may be amended from time to time, whenever applying statistical sampling methods as a means to ensure product, article, or service conformance. Seller's statistical sampling procedure/plan must include the following to be compliant:

• Minimum protection levels as defined within AS9138 Table A1
• C=0 criteria as defined within AS9138 Section 3.11
• Sampling restrictions as contained within AS9138, Section 4.3 Safety/Critical Characteristics, and
• Sampling requirements and/or prohibitions contained within the approved part/product Design

Buyer reserves the right to disallow a supplier's statistical methods for product acceptance for specific sites/programs, parts or characteristics, and to conduct surveillance at Seller's facility to assess compliance to the requirements of AS9138 and/or part/product Design Data sampling requirements.
Aerospace standards such as AS9138 can be obtained from SAE International at: http://standards.sae.org sampling requirements.

If the Supplier uses an Operator Self-Verification (OSV) program, the Supplier must comply with the requirements set forth in AS/EN/SJAC 9162, "Aerospace Operator Self Verification Programs", as may be amended from time to time. Buyer reserves the right to conduct surveillance at Supplier facility to determine that Supplier is compliant to the requirements of AS/EN/SJAC 9162.

When Supplier delegates product verification, Supplier must conform to the requirements of AS/EN/SJAC 9117, Delegated Product Release Verification.

16.0 Packing and Packaging Requirements – 1 & 2

The Seller shall assure that all the product(s) on the Purchase Order are packed and packaged using materials of a grade, size, and weight which will provide adequate physical protection from damage and contamination during handling and transport to the point of delivery.

17.0 Requirement Flow down – 1 & 2

All requirements imposed on the purchase order shall be flowed down to all suppliers and subcontractors.

18.0 Quality Records – 1 & 2

Supplier must maintain, and have available on a timely basis, quality records traceable to the conformance of product/part numbers delivered to Vaupell. Supplier must make records available to regulatory authorities and Vaupell's authorized representatives. Supplier must retain such records for calendar year + 10 years from the date of shipment under each applicable order for all product/part numbers unless otherwise specified on the order.

At the expiration of such period set forth above and prior to any disposal of records, Supplier will notify Vaupell of records to be disposed of and Vaupell reserves the right to request delivery of such records. In the event Vaupell chooses to exercise this right, Supplier must promptly deliver such records to Vaupell at no additional cost on media agreed to by both parties.

When specifically requested by Vaupell, Supplier must make specified quality data and/or approved design data available in the English language.

19.0 Awareness & Ethics – 1 & 2

Vaupell is committed to treating suppliers with fairness and integrity. Vaupell will encourage competition without discrimination or deception, in a manner consistent with long term relationships. The Supplier shall ensure that persons doing work under the organization’s control are aware of:

A) The Quality Policy.
B) Relevant quality objectives.
C) Their contribution to the effectiveness of the quality management system, including the benefits of improved performance.
D) The implications of not conforming with the quality management system requirements.
E) Relevant quality management system documented information and changes thereto.
F) Their contribution to product or service conformity.
G) Their contribution to product safety.
H) The importance of ethical behavior.

20.0 Quality Planning – 1

The supplier shall engage in quality planning that includes critical concepts of defect prevention and continuous improvement.

When specified by Vaupell, supplier will comply and flow down to its supply chain the requirements of AS9145, APQP. APQP flow down to the supply will occur on a coordinated basis between Vaupell and the supplier.

21.0 Process Controls – 1 & 2

Product shall be inspected to an inspection plan. Records to be maintained. (Full Engineering Compliance and all listed specifications) and any special Purchase Order Notes, as applicable.

22.0 Software Validation – 1 & 2

When a supplier writes software used to design, manufacture, inspect, test acceptance or calibration the following applies, at a minimum:

A) Verify software with documented test procedure
B) Obtain evidence that the software performs the required function
C) Maintain version control
D) Change control that includes reverification and or revalidation
E) A method for archive and backup

23.0 Eye Examinations – 1 & 2

Individuals that visually inspect product for final acceptance shall receive the following: a). Color Vision Eye Examination Every 12 months. B). Near Vision Eye Examination Every 12 months. A medical professional shall perform the eye examination (eye clinic, occupational health clinic, onsite health clinic of medical department). The individuals(s) shall meet the minimum standards in one eye, corrected with glasses or not corrected. The records of the eye examinations shall be maintained by the Supplier and made available upon request. Near Vision: Snellen 14/18 or better, Jaeger type 1 – 20/25 or Ortho-Rated 8 or equivalent. Color Vision: Average or normal 4 of 6 responses on Titmus, B+L or American Optical testing machine or a satisfactory response when tested with an Ishihara or Pseudoisochromatic plate. NDE Eye Examination Requirements (FPI, X-Ray, N-Ray and Ultrasonic) a). Near Vision Eye Examination requirements for persons performing Nital/Temper Etch shall be type 2 with an acceptance criteria of 20/30 or equivalent. B). For Inspectors certified to the requirements of NAS410 (NDT) or Mil-STD-867 (Nital/Temper Etch), and for personnel performing visual inspection of welds, suppliers may administer their own eye examinations per the standard.

24.0 Vaupell Purchase Orders for U.S Government Contracts – 1 & 2

U.S. Government owned gages and tooling supplied by Vaupell are Government Property and are subject to the provisions of the federal Acquisition Regulation (FAR) 52.245-2 (FP) or 52.245-5(CP), or 52.245-1. U.S. Government owned gages shall be clearly identified with tag that states the ownership. U.S. Government-owned gages/tooling/test equipment shall be treated as Vaupell owned and follow the same requirements identified above. The seller shall keep property records as shown in Federal Acquisition Regulation (FAR) 45.505-5 or 52.245-1.

25.0 Contamination Control – 1 & 2

Supplier is required to established and maintain a FOD prevention program compliance with AS/EN/JAC 9146 Foreign Object Damage (FOD) Prevention Program – Requirements for Aviation, Space, and Defense Organizations.

Foreign Object Contamination Control and Detection - Processors performing primary of secondary manufacturing or non-destructive testing (NDT) operations of Vaupell product shall ensure all open cavities subject to infestation of foreign objects and debris are free of any foreign matter (e.g. machine chips and dust particles, blasting materials, shot, weld and braze splatter, coatings, process solutions, maskants, etc.). Prior to the return of all cast components to Vaupell, the processor shall confirm the absence of foreign matter, objects, debris, and process solutions. Cross Contamination - All products (including raw materials) must be kept safe from any potential cross-contamination that may occur when processing similar or dissimilar products on the same manufacturing equipment. When switching from one manufacturing process or product to another, the entire relevant manufacturing system must be purged as necessary to prevent material(s) from the previous production run to enter into the next production run.

Lot Control - In a continuous manufacturing system lot control must be maintained to a level that a nonconformance can be traced back to additional material that could be affected, including adjacent lots. Materials known to contain greater than trace levels of lead, bismuth, silver, antimony, zinc, tin, iron, arsenic, and selenium and /or other harmful impurities such as tellurium, thallium, indium, sulfur, boron, and cadmium should not be utilized in products for Vaupell. Seller to notify Vaupell immediately, if contamination with any of these above noted materials is suspected.

26.0 Preference for Domestic Specialty Materials – 1

Seller shall agree to comply with Defense Federal Acquisition Regulation Supplement DFAR 252.225-7014 and Alternate I, Preference for Domestic Specialty Metals when the clause is specified in the purchase order. Use of foreign specialty metals may only be used with written authorization from Vaupell. Material substitutions are prohibited without formal approval from Vaupell. MSDS - Material
Safety Data Sheets are required for raw materials.

27.0 Personnel Qualifications – 1 & 2

All personnel must be trained & qualified before performing processes.

Supplier must comply with the AS 9100 requirements regarding the application of Acceptance Authority Media (AAM) Requirements.
Supplier must, within its organization and supply chain, ensure that the use of AAM is clearly defined within its Quality Management System.
Supplier must be able to demonstrate evidence of communication to its employees and to its supply chain; use of AAM must be considered as a personal warranty of compliance and conformity.
Supplier must maintain compliance to the AAM requirements by assessing its process and supply chain as part of its internal audit activities. Areas the internal audit program must cover are:

a) Authority media application errors i.e., typos, legibility, etc.
b) Authority media untimely use and misrepresentation i.e., signing off incomplete work, as the incorrect individual, etc.
c) Authority media application training deficiencies i.e., ethics, culture, proper use of media, etc.

28.0 Prevention of Counterfeit Parts – 1 & 2

The Supplier shall plan, implement, and control processes, appropriate to the organization and the product, for the prevention of counterfeit or suspect counterfeit part use and their inclusion in product(s) delivered to Vaupell. NOTE: Counterfeit part prevention processes should consider training of appropriate persons in the awareness and prevention of counterfeit parts; application of a parts obsolescence monitoring program; controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources; requirements for assuring traceability of parts and components to their original or authorized manufacturers; verification and test methodologies to detect counterfeit parts; monitoring of counterfeit parts reporting from external sources; quarantine and reporting of suspect or detected counterfeit parts.

29.0 Calibration Services – 2

Calibration is performed with NIST traceable standards in full compliance of ISO/IEC 17025 Latest Revision, and within the supplier's scope of accreditation. Full data is recorded and shown on the certificate. Calibration is performed in accordance with ISO/IEC 17025: Latest revision, and within the supplier's scope of accreditation. Certificate of calibration includes:

- full data reporting
- uncertainty calculation
- Environmental conditions at the time of calibration

30.0 Supplier Evaluation – 1 & 2

Vaupell will evaluate suppliers' On Time Delivery (OTD) and Quality performance. The goals for acceptable performance, frequency, and distribution to suppliers in these categories will be determined by Vaupell and communicated to suppliers.

31.0 Supplier Timely Delivery – 1 & 2

Supplier shall strictly adhere to the shipment or delivery schedules specified in the Purchase Document. In the event of any anticipated or actual delay, including, not limited to delays attributed to labor disputes, Supplier shall:

A) promptly notify Buyer in writing of the reasons for the delay and the actions being taken to overcome or minimize the delay;
B) provide Buyer with a written recovery schedule; and
C) if requested by Buyer, ship via air or other expedited routing to avoid or minimize delay to the maximum extent possible. The added premium transportation costs are to be borne by Supplier.

All costs and expenses and loss of value incurred as a result of or in connection with late delivery may be recovered from the Seller by equitable price reduction or credit against amounts that may be owed to Seller under this Agreement or otherwise. All costs and expenses and loss incurred by buyer include the following but not limited to:

A) Transportation costs
B) Line down costs associated with buyer production
C) Line down costs associated with buyer customer's production

D) Other entities used to manufacture, produce, or provide any products or services in substitution for the products or services to be delivered or provided by Seller

32.0 PMA Parts – 1

For aircraft regulated by Civil Aviation Authorities, regulatory approval may be required for Seller to make direct sales (does not include "direct ship" sale through Vaupell) of modification or replacement parts to owners/operators of type-certificated aircraft. Regulatory approval, such as FAA Parts Manufacturer Approval (PMA), is granted by Civil Aviation Authorities. Seller agrees not to engage in any such direct sales of Products or Services under this Agreement without appropriate regulatory approval. For Seller proprietary parts, Seller agrees to notify Vaupell of application for regulatory approval and the subsequent approval or denial of same. Unless explicit contractual direction is given to the contrary, no articles (or constituent parts thereof) ordered by Vaupell Industrial Plastics purchased under this agreement shall contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings and the accompanying paperwork (e.g., packages, shippers, etc.) shall not contain any FAA-PMA markings.

33.0 Excess Inventory – 1

Supplier must control all inventory of Vaupell proprietary product, and that of its customers, that is in excess of contract quantity in order to prevent product from being sold or provided to any third party without prior written authorization from Vaupell or its customers.
Additionally, Supplier must not provide Product from excess inventory that was previously rejected or returned by Vaupell without prior written authorization from Vaupell. When Supplier fulfills an order in support of this PO with Product from excess inventory, for which Supplier was the original manufacturer, Supplier must be able to demonstrate traceability to the original Vaupell purchase document that authorized manufacture of the Product when requested by Vaupell.