



INTERSKY
PRECISION AEROSPACE

QUALITY CLAUSES

Intersky Precision Aerospace

1910 NONCONNAH BLVD SUITE 132 MEMPHIS TENNESSEE 38132

FAA REPAIR STATION

CERTIFICATE NO. XM2R297L

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ALL VENDORS (CONTRACTORS AND SUPPLIERS)

1. INTERSKY QUALITY ASSURANCE CLAUSES

The following Purchase Order Quality Assurance Clauses, with their terms and conditions, become an integral part of the Purchase Order. Changes, additions, or deletions to the referenced Quality Clauses must be made by Purchase Order revision. Shipments will not be considered complete, and invoices will not be honored until all identified requirements are fulfilled as defined on each purchase order.

2. FLOW DOWN REQUIREMENTS

By accepting and performing work against this Purchase Order, the Vendor agrees to ALL requirements listed on this purchase order. The Supplier also agrees to flow down all requirements listed on this purchase order to the lowest sub-tier supplier. Any changes must be submitted and received in writing.

3. QMS (QUALITY MANAGEMENT SYSTEM)

The vendor shall implement and maintain a quality management system that meets or exceeds the requirements of ASA-100. Return-to-Service Repair Stations and Contractors must complete and return Intersky's Self-Audit Form and meet the minimum requirements specified therein, as applicable to the scope of work being performed.

4. TRACEABILITY

All parts, materials, and articles must include appropriate traceability; An FAA 8130-3, manufacturers Certificate of Conformance, ATA-106, manufacturers Certificate of Analysis, or Part 21 Traceability. Certificates referencing an alternate number will not be accepted. If an 8130-3 references a tear-down report (work order, shop findings report), the referenced tear-down must be provided.

5. FINAL ACCEPTANCE

Final acceptance will be based on Intersky's incoming inspection process. All terms and conditions must be fulfilled prior to processing.

6. SHIPPING AND HANDLING

All parts, material, and articles are to be shipped in ATA-300 compliant packing. Vendors are to ensure parts are handled in a manner that prevents physical injury and/or bodily harm.

7. RECORD RETENTION

All Vendor records are to be maintained for a minimum period of 3 years from completion of this order. Any records associated with Contract Maintenance functions or Articles returned to service shall be retained for a period of 10 years.

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8. LIMITED SHELF LIFE

If this is a Limited Life item, the Vendor shall ensure that at least the greater shelf-life remains of; 1) 75% of the item's shelf life or 2) 6 months. Supplier shall ensure that containers are plainly, and legibly marked as to the contents, expiration date, and any warnings, precautions, instructions, and storage conditions. Certification for shelf life and conditions are required to be shipped with this order.

9. PURCHASE ORDER CONFLICTS

In the event of any inconsistency or conflict between the Purchase Order and Quality Clauses, the purchase order shall take precedence. If necessary, please contact the Intersky Buyer for clarification.

10. NO OVER SHIPMENT ALLOWED

Over shipments against this Purchase Order are expressly prohibited. If Seller wishes to ship extra components than the number required, Contact the Buyer for authorization prior to shipment.

11. DEVIATIONS / WAIVERS / NON-CONFORMITIES

Requests for deviations must be submitted for approval to the Procurement agent. All affected products shall be segregated and identified. Vendor's will disclose to Procurement or Quality representatives any non-conformities detected. If the non-conformity is detected after the parts have been shipped, a full written disclosure will be issued by the Vendor.

12. RIGHT OF ACCESS

By accepting this purchase order, the vendor agrees to allow the right of access for Intersky, Intersky's customers, and regulatory agencies if required for regulatory or QMS compliance. This includes the right to review the QMS documents, records, and facility areas related to the fulfillment of the purchase order.

13. MATERIAL SAFETY DATA SHEETS REQUIRED

Material Safety Data sheets must be provided for materials and hazmat items.

14. PROCESS / QMS CHANGE NOTIFICATION

The Vendor must notify Intersky of any major QMS changes:

- Change in Facilities or Major Floor Re-set
- Change in ownership, name changes, or change in senior company management.

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- Change in quality leadership, system, or controlled processes certification status, including suspensions or disapprovals.
- Change in holder of design authority or change in location of the design office (change of CAGE code or NSCM)
- Change to processes, products, or services.
- Change to their external providers or their manufacturing locations.

15. APPROVES SOURCES

The Vendor shall have oversight of any suppliers. Any work that is contracted must be approved in writing by Intersky prior to Sub-Contracting.

16. FOD & ESD

Any employee handling parts, materials, and articles shall have the appropriate training for FOD and ESD.

17. SUPS / COUNTERFEIT PARTS AND MATERIAL CONTROL

The Vendor shall maintain a documented SUPs and Counterfeit Parts Prevention Program, including applicable processes, controls, and personnel training for the avoidance, detection, containment, reporting, mitigation, investigation, and disposition of suspected unapproved parts (SUPs) and counterfeit parts. The Vendor shall prevent the use, delivery, or incorporation of counterfeit, suspected counterfeit, fraudulent, or unapproved parts into products or services supplied to Intersky.

18. QUALIFICATION OF WORKFORCE

Vendors are expected to utilize appropriately qualified individuals when performing work. Vendors should promote a philosophy that every individual in the organization plays a role in ensuring the Vendor provides quality products and/or services that conform to Intersky's flight safety standards. If vendors need the support of sub-tier suppliers, they will assure us the same requirements for competency exist and will ensure all appropriate documentation is retained.

19. ETHICAL BEHAVIOR

Vendors are expected to conduct their business in an ethical manner in all interactions and hold their workforce accountable for ethical behavior as well. Intersky may request training documentation to verify ethical expectations are being communicated to the workforce. Vendors will ensure their employees are aware of their contribution to product or service conformity. A standard like Global Principals of Business Ethics for the Aerospace and Defense Industry may be referenced.

20. ROLES AND RESPONSIBILITIES

All employees shall have clearly defined roles and responsibilities as well as appropriate training to perform any necessary tasks.

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21. FACILITY

The facility shall have the necessary climate controls, lighting, storage, and security to protect the integrity of the product and services being delivered to Intersky.

22. NON-CONFORMING

Vendor agrees to promptly notify Intersky of any non-conforming products or services within 48 hours of discovery and verification.

23. GOVERNMENT, MILITARY, SALVAGE ITEMS

Vendor agrees that all articles, piece parts, and materials were not obtained from any U.S. Government or military source and have not been subjected to extreme stress or heat as in major engine failure, accident or fire or submerged in salt water

24. AS-REMOVED ITEMS

All as-removed units supplied to IPA must be guaranteed to pass functional tests and visual inspections. If an as-removed units fails to meet functional testing standards, the supplier must provide a RMA. IPA will not be responsible for re-stocking fees.

25. PMA PARTS, DER PARTS, SUBSTITUTIONS

The supply of PMA (parts manufacturer approval) or DER (designated engineering representative) unless prior written approval has been obtained by IPA prior to shipment is prohibited. Intersky strictly prohibits any substitutions or alternate parts for those listed on any purchase order.

26. DROP SHIPPING

Drop shipping is not permitted without prior written consent from IPA. Unauthorized drop shipments will be rejected upon receipt.

27. CYBERSECURITY

The vendor shall have the appropriate level of security to properly protect all confidential and proprietary information.

28. INVOICE SUBMISSIONS

All invoices must be submitted to accounting@interskyaero.com

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CONTRACTED MAINTENANCE FUNCTIONS

1. MRO, MODIFICATIONS, TESTING, INSPECTION, RETURN TO SERVICE

Any contractor performing MRO or associated maintenance functions must have a current audit on file with Intersky. This audit shall be Intersky's completed self-audit form or the contractor's equivalent.

2. APPROVED TECHNICAL DATA

The contractor shall comply with all technical, quality, and contractual requirements identified in applicable specifications, drawings, process requirements, work instructions, and purchase order documentation. This includes using current technical data as defined by § 145.109 Equipment, materials, and data requirements.

3. CERTIFICATIONS

The contractor shall have a certified QMS. This shall be an FAA 145 certification, AS9110, NADCAP, a FAA Part 21 certification, or other approved equivalent.

4. ANTI-DRUG AND ALCOHOL PROGRAM

The contractor shall have a current Anti-Drug and Alcohol Misuse Prevention Program to Comply with 14 CFR Part 120 and 49 CFR Part 40. Any employee performing inspection, return to service, or maintenance functions shall be on the program.

5. VENDOR REQUIREMENT

The contractor shall follow all vendor requirement stated in section 1, all contractor requirements, and all special conditions stated on the purchase order

6. RECORD RETENTION

All records related to contracted maintenance functions must be kept for 7 years.

7. DER / NON-CMM REPAIRS

The contractor agrees to not perform any DER repairs (including DER repairs to sub-components) or any SFAR36 repairs without written authorization.

8. PMA AND NON-CMM PARTS

The contractor shall not use any PMA parts or equivalents not listed in the CMM without written authorization.

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9. OUTSOURCING AND EXCHANGES

Prior written approval is required for exchange or out-sourcing of any article.

10. WORKSCOPE – MAINTENANCE FUNCTION & RETURN TO SERVICE

The contractor must complete the work scope specified in the purchase order. Returning a unit to service without written authorization is strictly prohibited.

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