

(A) GENERAL:

(A.1) SIKORSKY IS THE END USER.

(A.2) DURING PERFORMANCE OF THIS ORDER, YOUR QUALITY CONTROL SYSTEMS AND MANUFACTURING PROCESS ARE SUBJECT TO REVIEW, VERIFICATION, ANALYSIS, AND APPROVAL BY TCT, AND AUTHORIZED UTC AND FAA REPRESENTATIVES.

(A.3) TCT, SIKORSKY, AND THE FAA SHALL BE AFFORDED THE RIGHT TO VERIFY AT THE SUPPLIER'S PREMISES ANY INFORMATION RELATING TO THE MANUFACTURE, PROCUREMENT, TESTING, AND/OR INSPECTION OF PRODUCT REQUIRED FOR THE PERFORMANCE OF THIS ORDER.

(A.4) SUPPLIER IS RESPONSIBLE FOR COMPLYING WITH ALL OF THE REQUIREMENTS OF THIS PURCHASE ORDER INCLUDING PROVIDING COMPLETE AND PROPER DOCUMENTATION WITH EACH SHIPMENT OF PRODUCT. IF THE REQUIRED DOCUMENTATION IS INCOMPLETE OR INCORRECT, THE SUPPLIER'S ACCOUNT MAY BE DEBITED \$200.00 PER OCCURRENCE.

(A.5) SUPPLIER IS SUBJECT TO ALL TERMS AND CONDITIONS SPECIFIED ON THE REVERSE SIDE OF THIS PURCHASE ORDER.

(A.6) THE INFORMATION DISCLOSED HEREIN IS PROPRIETARY WITH TURBOCOMBUSTOR TECHNOLOGY, INC (TCT) AND/OR SIKORSKY AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED TO REPRODUCE ARTICLES OR SUBJECT MATTER COVERED THEREIN WITHOUT WRITTEN PERMISSION OF TCT. BY

ACCEPTANCE OF THIS P.O., THE SUPPLIER AGREES TO AFFIX THIS STATEMENT TO ANY DUPLICATION THEREOF IN WHOLE OR IN PART.

(A.7) UNLESS OTHERWISE STATED, ALL QUANTITIES STATED HEREIN ARE ESTIMATED QUANTITIES ONLY. TCT'S ACTUAL REQUIREMENTS MAY IN FACT BE LESS THAN THE AMOUNTS LISTED AS "MAXIMUM" OR "TOTAL". THE FACT THAT NO RELEASES ARE MADE, OR THAT THE RELEASES MADE ARE LESS THAN THE ESTIMATED QUANTITIES, WILL NOT SERVE AS A BASIS FOR AN EQUITABLE ADJUSTMENT UNDER THE "CHANGE" CLAUSE OR ANY TERMINATION CLAUSE. TCT MAKES NO GUARANTEE, WARRANTY, OR ANY OTHER REPRESENTATION THAT ANY OF THE QUANTITIES STATED IN THIS AGREEMENT WILL IN FACT BE REQUIRED. ANY COST SELLER INCURS OUTSIDE THE AGREED UPON LEAD TIME IN ANTICIPATION

OF RELEASED REQUIREMENTS WILL BE SOLELY AT THE SELLER'S OWN RISK AND TCT ASSUMES NO LIABILITY THEREFOR.

(A.8) ANY EXPEDITED DELIVERY COSTS (E.G. AIR FREIGHT) CAUSED BY NON-ADHERENCE TO THE PURCHASE ORDER SCHEDULE SHALL BE THE RESPONSIBILITY OF THE SUPPLIER.

(A.9) N/A.

(B) QUALITY SYSTEMS:

(B.1) SUPPLIER MUST BE CERTIFIED TO AS9100 OR AS7003.

(B.2) SUPPLIER'S QUALITY SYSTEM MUST CONFORM TO ASQR-01 AND THE SIKOSKY-SPECIFIC SUPPLEMENTS.

(B.3) ALL SPECIAL PROCESSES SHALL BE PERFORMED BY SIKORSKY-APPROVED SUPPLIERS AS IDENTIFIED IN THE APPROVED SUPPLIER LIST (ASL). NOTE: LASER PROCESSING IS NOT PERMISSABLE DURING ANY STAGE OF MANUFACTURE WITHOUT FIRST OBTAINING PART-SPECIFIC APPROVAL THROUGH TCT / SIKORSKY.

(B-4) SUPPLIER IS RESPONSIBLE FOR FLOWING DOWN AND FOR ENSURING ADHERENCE TO THE REQUIREMENTS OF THIS PURCHASE ORDER BY ALL SUB-TIERS.

(B.5) REVISIONS OF SPECIFICATIONS USED AND/OR CERTIFIED TO SHALL BE IN ACCORDANCE WITH SS7777, THE SIKORSKY MATERIALS AND PROCESS SPECIFICATIONS (M&PS) INDEX. SIKORSKY APPROVAL IS REQUIRED TO WORK TO A REVISION EARLIER OR LATER THAN THAT AUTHORIZED WITHIN THIS DOCUMENT (NOTE: THE MOST CURRENT REVISION OF A DOCUMENT IS NOT NECESSARILY

APPROVED FOR USE.)

(B.6) SUPPLIER WILL RETAIN ALL RECORDS IN ACCORDANCE WITH ASQR-01 (UP TO 40 YEARS, DEPENDING ON THE RECORD TYPE), AND WILL MAKE THESE RECORDS AVAILABLE TO TCT UPON REQUEST WITHIN 24 HOURS.

(B.7) AS REQUIRED TO VERIFY PRODUCTS AND PROCESSES, SUPPLIER SHALL USE AND MAINTAIN CALIBRATED INSPECTION AND TEST EQUIPMENT IN ACCORDANCE WITH ANSI/NCSL Z540.1, ISO 10012, AND ISO/IEC 17025, AS APPLICABLE.

(C) SOURCE SUBSTANTIATION AND FIRST ARTICLE REQUIREMENTS:

(C.1) SPECIAL PROCESSES SHALL NOT BE PERFORMED WITHOUT WRITTEN AUTHORIZATION (VIA BLUEPRINT, P.O., OR SIMILAR). NO CHANGES MAY BE MADE TO APPROVED SOURCES OR PROCESSES WITHOUT TCT AND/OR SIKORSKY APPROVAL, AS APPLICABLE.

(C.2) N/A

(C.3) UNLESS OTHERWISE SPECIFIED ON THE PURCHASE ORDER, A FIRST ARTICLE SHALL BE MANUFACTURED, AND INSPECTION RESULTS SHALL BE DOCUMENTED IN ACCORDANCE WITH AS9102 AND ASQR-08.2. BOTH THE PRODUCT AND INSPECTION RESULTS SHALL BE SUBMITTED TO AND APPROVED BY TCT ENGINEERING (AND/OR SIKORSKY IF APPLICABLE) PRIOR TO CONTINUING PRODUCTION.

(D) PRODUCT REQUIREMENTS:

(D.1) UNLESS OTHERWISE APPROVED IN WRITING BY TCT OR THE UTC MEMBER COMPANY, 100% INSPECTION TO THE BLUEPRINT (B/P) AND/OR P.O. REQUIREMENTS SHALL BE PERFORMED ON ALL PRODUCT PRIOR TO SHIPMENT. ALL SAMPLING PLANS SUBMITTED FOR APPROVAL SHALL BE STATISTICALLY VALIDATED

USING A SAMPLE SIZE OF AT LEAST 25. ONCE APPROVED, SPC METHODS SHALL CONTINUE TO BE USED TO ENSURE THE PROCESS CAPABILITY (CPK) IS MAINTAINED AT OR ABOVE A 1.3.

(D.2) HEAT NUMBER / LOT TRACEABILITY SHALL BE MAINTAINED FOR ALL MATERIALS / PRODUCT DURING ALL STAGES OF PROCESSING THROUGH SHIPMENT TO TCT.

(D.3) N/A.

(D.4) N/A.

(D.5) ANY SPECIALTY METALS INCORPORATED IN ARTICLES DELIVERED UNDER THIS PO SHALL BE MELTED IN THE UNITED STATES OR OTHER QUALIFYING COUNTRY IN ACCORDANCE WITH DFARS CLAUSE 252.225-7014, "PREFERENCE FOR DOMESTIC SPECIALTY METALS", AND DFARS CLAUSE 225.872-1, "CONTRACTING WITH QUALIFYING COUNTRY SOURCES - GENERAL".

(E) SHIPPING REQUIREMENTS:

(E.1) PACKAGING SHALL BE ADEQUATE TO PREVENT DAMAGE AS WELL AS EXCESSIVE SHIFTING DURING TRANSIT.

(E.2) ALL CONTAINERS OVER 50 LB GROSS WEIGHT SHALL BE PLACED ON A PALLET TO ENABLE MECHANICAL HANDLING.

(E.3) PAPER, CARDBOARD, OR OTHER SUITABLE MEANS SHALL BE USED TO PREVENT METAL-TO-METAL CONTACT BETWEEN ALL MACHINED/FINISHED SURFACES OF PRODUCT.

(E.4) PACKAGING SHALL BE CLEARLY IDENTIFIED WITH THE FOLLOWING INFORMATION: SUPPLIER NAME, P.O. NUMBER, PART NUMBER OR PRODUCT DESCRIPTION, BATCH NUMBER OR HEAT NUMBER, AND SHELF LIFE (IF APPLICABLE).

(F) DOCUMENTATION REQUIREMENTS:

(F.1) PACKING SLIP, WHICH INCLUDES SUPPLIER'S INFORMATION, THE PART NUMBER AND QUANTITY BEING SHIPPED, THE PACKING SLIP NUMBER, AND THE P.O. NUMBER (INCLUDING LINE AND RELEASE NUMBERS).

(F.2) CERTIFICATE OF CONFORMANCE, WHICH INCLUDES SUPPLIER'S INFORMATION, THE PART NUMBER AND QUANTITY BEING SHIPPED, TCT LOT NUMBER, THE PACKING SLIP NUMBER, REFERENCE TO DOCUMENTATION AUTHORIZING SHIPMENT OF NONCONFORMING PRODUCT (IF APPLICABLE), AND THE P.O. NUMBER.

(F.3) IF MATERIALS ARE INCORPORATED INTO THE PRODUCT BY THE SUPPLIER OR ITS SUBTIERS TO SUPPORT THE WORKSCOPE OF THIS P.O., AN UNALTERED PRODUCING MILL CERTIFICATION OR EQUIVALENT FROM A SIKORSKY-APPROVED TESTING LAB, INCLUDING RAW MATERIAL TESTING RESULTS AND REFERENCES TO MATERIAL SPECIFICATIONS AS REQUIRED BY P.O. OR B/P AND TRACEABLE TO EACH HEAT NUMBER, SHALL BE INCLUDED WITH EACH SHIPMENT.

(F.4) N/A.

(F.5) DOCUMENTATION FROM TCT AUTHORIZING SHIPMENT OF NONCONFORMING PRODUCT (IF APPLICABLE), WHICH REFERENCES THE P.O. NUMBER, PART NUMBER AND QUANTITY AUTHORIZED FOR SHIPMENT.

(F.6) N/A.

(F.7) N/A.

(G) NONCONFORMING PRODUCT:

(G.1) IF TCT ENGINEERING HAS AGREED IN WRITING (PRIOR TO SHIPMENT) TO ACCEPT NONCONFORMING PRODUCT IN ITS CURRENT CONDITION, THE SUPPLIER SHALL SUPPLY A SEPARATE CERTIFICATE OF CONFORMANCE FOR THE NONCONFORMING PRODUCT, REFERENCING THE P.O. NUMBER, PART NUMBER, QUANTITY, TCT LOT NUMBER, ETC. THE DOCUMENT SHALL ALSO STATE THAT THE PRODUCT DOES NOT FULLY CONFORM TO THE PURCHASE ORDER REQUIREMENTS AND SHALL IDENTIFY AND TAKE EXCEPTION TO THE SPECIFIC NONCONFORMANCES IDENTIFIED. SUPPLIER SHALL ALSO INCLUDE DOCUMENTATION FROM TCT AUTHORIZING ITS SHIPMENT.

(G.2) IF PRODUCT IS FOUND TO BE NONCONFORMING UPON RECEIPT BY TCT (AND WITHOUT PRIOR NOTIFICATION OF THE NONCONFORMANCE BY THE SUPPLIER AND SHIPMENT AUTHORIZATION BY TCT), AND IS DEEMED BY TCT ENGINEERING TO BE REWORKABLE TO A USABLE CONDITION, SUPPLIER MAY BE HELD RESPONSIBLE FOR ALL COSTS INCURRED BY TCT ASSOCIATED WITH REWORKING THE PRODUCT, UP TO ITS ORIGINAL PURCHASE PRICE.

(G.3) WHEN SHIPPING TO TCT, NONCONFORMING PRODUCT SHALL BE PHYSICALLY IDENTIFIED USING A TEMPORARY METHOD OF IDENTIFICATION (PREFERABLY A RED TAG). NONCONFORMING PRODUCT, WHEN SHIPPED WITH CONFORMING PRODUCT, SHALL BE SEGREGATED IN SEPARATE BAGS, BOXES, OR OTHER APPROPRIATE PACKAGING. THE PACKING SLIP SHALL IDENTIFY THE NONCONFORMING PRODUCT (QUANTITY AND IDENTIFICATION/TRACEABILITY) SEPARATELY FROM THE CONFORMING PRODUCT.

[REV. 04/28/10]