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## **ADDENDUM**

### **THYSSENKRUPP AEROSPACE GENERAL TERMS AND CONDITIONS OF PURCHASE**

This addendum to thyssenkrupp Aerospace's General Terms and Conditions is intended as additional requirements, and not to replace the existing General Terms & Conditions of Purchase. This serves as additional requirements of thyssenkrupp Purchase Order.

#### **Quality Management System**

The seller shall maintain an effective written quality control system, which ensures compliance with the purchase order requirements. If requested by the buyer, the seller must be able to provide quality documentations pertaining to

- requirements for approval of product, procedures, processes, and equipment,
- requirements for qualification of personnel
- quality management system requirements

Change Management. The seller shall also notify the buyer of the organization of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and organizational approval.

Information Flow. The seller is required to flow down information to the supply chain the applicable requirements including customer requirements. Such information is normally conveyed, but not limited to, purchase order notes and verbiage, purchase order changes, and any other documented correspondence and agreement between buyer and seller pertaining to purchase order requirements.

#### **Additional Supplier Awareness**

Seller or external provider shall notify and ensure that their personnel are aware of the following requirements:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

#### **Test Certification and Test Data**

Seller must provide material testing certification, including material test certs; certificate of conformance, and any pertinent testing data to the buyer for all materials shipped to the buyer.

If required by the buyer, the seller must further provide documentations, if applicable.

- identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other relevant technical data,
- Requirements for design, test, inspection, verification (including production process verification), use of statistical techniques for product acceptance, and related instructions for acceptance by the organization, and as applicable critical items including key characteristics,
- requirements for test specimens (e.g., production method, number, storage conditions) for design approval, inspection/verification, investigation or auditing

#### **Material Discrepancy and Non-Conformance**

Seller shall notify Buyer in writing when discrepancies in Materials or Processes are discovered or suspected regarding Materials to be delivered under an Order. Seller may not ship Materials with discrepancies, known or not, without written permission from the Buyer.



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### **THYSSENKRUPP AEROSPACE GENERAL TERMS AND CONDITIONS OF PURCHASE**

If the seller delivers any non-conforming materials without prior written authorization from the Buyer, Buyer may, in its sole discretion, and at Seller's expense (i) return the materials for credit or refund; (ii) reject materials at time of delivery; (iii) require seller to promptly correct or replace the materials; (iv) correct the materials; or (v) obtain replacement materials from another source and charge Seller for all additional costs acquiring.

#### **Control of Records**

Records on inspections, tests, purchased materials, special processing, engineering changes, and other quality assurance activities shall be maintained and available for review by ThyssenKrupp Aerospace personnel, its' customers or any appropriate regulatory agency.

The seller must maintain records of the purchase order and all necessary documentation related to the purchase order including but not limited to test certifications, certificate of conformance, manifest, and bill of lading for a period, records on inspections, tests, purchased materials, special processing, engineering changes, and other quality assurance activities **in accordance with Code of Federal Regulations (14 CFR 21.137 k), unless specified in the Purchase Order.** Seller must also maintain and make these records available for review, and grant access to thyssenkrupp Aerospace personnel, its' customers or any appropriate regulatory agency for that same period **as listed in 14 CFR 21.137k.**

**The seller shall also notify the buyer of disposition of such records, involved in the order.**

#### **Right of Access**

The buyer will have the right of access by the organization, their customer, 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.

#### **Specialty Metals**

##### **For Shipments to ThyssenKrupp Aerospace 375 Airlift Dr. San Antonio, TX Only**

All specialty metals must comply with DFAR 252.225-7008 Restriction on Acquisition of Specialty Metals and 225.872 -Contracting with Qualifying Country Sources.

#### **Code of Conduct**

**The seller or external provider is expected to abide to thyssenkrupp Aerospace's Code of Conducts and flow down such requirements to their employees.**



Code of Conduct  
Aerospace USA.pdf