

## TECI Repair Order Instructions, Terms, and Conditions



- 1) Reference TECI Order Number in reference section of freight/waybill.
- 2) DO NOT INSURE SHIPMENTS!
- 3) All procured items are subject to TECI inspection & acceptance.
- 4) Upon request, the country of origin will be provided for all items procured.
- 5) All procured parts supplied must be approved/produced as outlined in Title 14: Aeronautics and Space, Part 21- Certification Procedures for Products and Parts, to include, but not limited to: Parts Manufacturer Approval (PMA), Technical Standard Order (TSO) authorization, Type Certificate (TC), Supplemental Type Certificate (STC), TC with an Approved Production Inspection System (APIS), Production Certificate (PC), produced with an approval under a Bilateral Airworthiness Agreement under Part 21, Subpart N, Standard Parts, Commercial Parts, or produced in any other manner acceptable to the FAA.
- 6) Standard Parts procured/supplied must have documented track back to O.E.M. or producer certifying that it has been manufactured in complete compliance with an established industry, U.S. Government, or uniform identification requirements.
- 7) All New/New Surplus parts supplied without U.S. regulatory airworthiness approval documents must have documented trace back to O.E.M., manufacturer, or FAA Regulated Source (i.e., FAA Part: 145, 137, 135, 129, 121, 91)
- 8) All parts procured/supplied that have been subjected to conditions of extreme stress, heat, or environment will be identified and documented as such.
- 9) All items procured/supplied that have been previously installed in a public aircraft such as a government use aircraft or military aircraft should be identified and documented as such.
- 10) All parts procured/supplied that are subject to Airworthiness Directives will be documented as such.
- 11) All procured or supplied items applicable to Batch/Lot segregation must be maintained for items so identified by the manufacturer and/or distributor (Splitting of Batch/Lots must be properly documented).
- 12) All items supplied against this purchase order and subject to a Time Life and/or a Cycle Life must be accompanied by sufficient historical information that establishes current time life and/or cycle life to allow TECI control over them.
- 13) All shelf-life limited items and materials supplied against this purchase order must have applicable shelf-life information documented and/or supplied with the items so identified, (Manufacturer Date, Cure Date, Shelf Life, etc.).
- 14) Your performance, including process, product, and service conformity, and on-time delivery performance is being monitored. TECI will require your participation to answer any corrective action in a timely fashion that may arise due to an unsatisfactory performance as it relates to process, product, and service conformity, and on-time delivery performance.
- 15) If designated and identified on this purchase order, seller/provider is restricted to only use designated providers and process sources and if applicable, these requirements must be flowed down to provider/seller's supply chain.
- 16) If designated, identified, and applicable to the fulfillment of this order, seller/provider ensures that all applicable processes, products, and services, including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions, approved data) are available and current as required by all statutory and regulatory bodies for the scope of work or service to be performed.
- 17) Seller/Provider makes and uses all available and applicable means of communication (Phone, email, etc.) to interact with TECI concerning the fulfillment of this purchase order.
- 18) Seller/provider must notify TECI of any nonconforming processes, products, or services and obtain approval for their disposition.
- 19) Seller/provider must notify TECI of any identified nonconforming processes, products, services at any point after delivery.
- 20) Seller/provider must apply a system of controls to prevent the use of suspected unapproved, unapproved, & counterfeit parts.
- 21) Unless otherwise specified, seller/provider will provide TECI with a certificate of conformity, test reports, or authorized release certificate, as applicable to the item being purchased/supplied.
- 22) Seller/provider will retain all documented information and applicable disposition as per seller/providers own internal, statutory, and regulatory requirements.

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- 23) Upon notice, seller/provider grants TECI, its customers, and applicable regulatory authorities' access to any applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- 24) Seller/provider ensures personnel fulfilling this purchase order have all applicable qualifications and are competent to perform their assigned duties.
- 25) Seller/provider will implement a system or process that ensures product or service conformity, product safety, and the practice of ethical behavior.

**FCPA & Other Applicable Laws:** Seller shall comply fully with all applicable laws, rules, and regulations, including those of the United States, all laws in Seller's home country (if not the United States), and any and all other jurisdictions globally, which apply to Seller's business activities in connection with this purchase order. Without limiting any provision in this purchase order, Seller specifically agrees to the following:

- a) Seller represents and warrants to TECI that Seller shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, import, export or matters which are applicable to Seller's business activities in connection with this purchase order, and that Seller will take no action that will cause Seller or TECI to violate any such laws.
- b) Seller specifically represents and warrants to TECI that Seller is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (FCPA"), and that Seller shall comply with the FCPA and will take no action that will cause Seller or TECI to violate the FCPA.
- c) Seller represents and warrants to TECI, that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Seller or for TECI, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Seller's activities related in any way to this purchase order, including without limitation any payment of money or provision of anything of value to any employee of any customer in order to secure a sale. TECI may withhold payments under this purchase order, or terminate this purchase order immediately, if it believes, in good faith, that Seller has breached the foregoing compliance with law's provisions of this purchase order or caused TECI to violate the FCPA or other applicable laws. TECI shall not be liable to Seller for any claim, losses, or damages related to TECI's decision to exercise its rights under this provision.

**EAR/ITAR Destination Control Statement** - These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

**End Use/User Certification** - Concerning the return of rejected PO items or exchange cores, in compliance with U.S. Export Regulations, the recipient of products from Turbine Engine Consultants, Inc., (TECI) accepts delivery upon the express condition that it will not export, re- export, transfer, re-transfer, sell, re-sell, or otherwise divert any of the

products obtained from TECI to any country embargoed or restricted by the U.S. Government; will not export, re-export, transfer, re-transfer, sell, re-sell, or otherwise divert any products for use in activities which involve nuclear, chemical, or biological weapons or missiles; acknowledges that U.S. law prohibits the transfer to or participation in export transactions involving a party listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals, or the U.S. Department of State's list of individuals debarred from receiving Munitions List items; will abide by all applicable U.S. export control laws and regulations for products obtained from TECI and will obtain any licenses or approvals required by the U.S. Government prior to export of products; will not

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participate in any non U.S. sanctioned boycott or transfer any products to companies that participate in any non U.S. sanctioned boycott; and agrees that the export control documents shall survive the applicable purchase order, agreement, or contract. Recipient of products from TECI agrees that it will comply with U.S. export control laws and will not export, re- export, transfer, re-transfer, sell, re-sell, or otherwise divert TECI products contrary to U.S. law. This certificate is valid indefinitely from the date of acceptance of delivery of any product from TECI.