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## J.A.'S TERMS AND CONDITIONS OF PURCHASE

Flow Down 1-27-2015 rev 3

1. **INSPECTION:** All items are subject to inspection and test by Buyer at destination and in any event prior to acceptance. Payment for items or services shall not constitute final acceptance. Acceptance of any items shall not be deemed to alter or affect Buyer's rights or the Seller's obligations under the Warranty clause.
2. **SUBCONTRACTING:** In the event Seller must contract a third party in performance of this order, Seller agrees to enter into a written agreement with third party that obligates third party to be bound by and comply with the conditions set forth herein, inclusive of all government regulations applicable and referenced herein. At Buyer's request, Seller shall provide Buyer with a copy of such written agreement.
3. **GOVERNMENT CONTRACTS:** When government flow down is noted on this order, the applicable referenced Government clauses and any additional clauses which the Government makes mandatory for a contractor under a Government contract to include in its subcontracts thereunder will apply to this order.
4. **AUDIT RIGHTS:** For any reason determined by Buyer, including without limitation quality control and pricing, Buyer, Buyer's Customer or Regulatory Agency may inspect Seller's manufacturing facilities as well as review and copy, upon its request, any and all books, records and information of Seller relating to the items provided hereunder. Seller shall maintain the books, records, and information (including but not limited to production and quality records) relating to the items provided hereunder for a minimum of ten (10) years after delivery and acceptance of items, unless a longer period is specified by a clause on the face hereof.
5. **NON-CONFORMING PRODUCT:** Seller must notify Buyer in writing of any non-conforming product that may have been shipped to Buyer.
6. When the term "Sikorsky" contained within parentheses appears on a purchase order, it shall invoke a mandatory compliance with all Sikorsky Aircraft specifications including the Sikorsky Aircraft material and process specifications index and the Sikorsky Aircraft approved source list for special processes and laboratories.
7. **CHANGE OF STATUS:** Seller must notify Buyer in writing of any change relating to the status of the Sellers Certifications or Approval Status including expiration or revocation within 5 business days of the change.

Andrew Petrinic President