



## AS9100 Supplier Terms and Conditions

**General:** As a supplier to **Brown Jig Grinding/ BJB Manufacturing Solutions (BJG)**, you become a key contributor to the products and services that we deliver to our customers. We value the conformance of your products and services to our specifications and requirements, your contribution to our product's safety, and your ethical business practices. If you provide a bid for this RFQ, it is understood that your organization agrees to meet the following AS9100 requirements whenever a **BJG** purchase order specifies that the order is for an aircraft product subject to AS9100 requirements, hereafter called an "aircraft product" order.

**Scope:** These terms and conditions apply to all external suppliers and sub-tier suppliers which furnish products, processes, or services to be incorporated into **BJG's** contractually deliverable aircraft products.

1. When indicated on the **BJG** purchase order, suppliers must use **BJG's** customer-approved special process sources (anodize, heat treat, welding, etc.).
2. **BJG** is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a **BJG** authorized manager or designee.
3. The supplier shall notify **BJG** of any changes to a product and/or process, including changes of external providers or location of manufacturer, that may affect conformance to specifications or requirements, and to obtain approval from an authorized **BJG** manager or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the supplier.
4. **BJG**, our customers, and regulatory authorities retain the right of access to supplier:
  - a. Facilities involved in the aircraft product order.
  - b. Records applicable to product conformance to specifications, which shall be retained for four years from date of purchase order.
5. **BJG** will require our external providers to apply the appropriate controls to their direct and sub-tier external providers to ensure that product requirements are met. The appropriate controls may include customer/regulatory/AS9100 specific requirements, and will be indicated on the **BJG** purchase order.
6. **BJG** performs inspection activities to ensure that purchased product meets requirements, including:
  - a. Receiving inspections (of supplier products / services / documents) performed by a designated employee. **BJG** verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications, or by other means. When necessary, **BJG** may inspect or audit at the supplier's facility.
  - b. Product inspections to ensure they meet requirements, dimensions, etc. Special processes (anodizing, heat treat, welding, etc.) where compliance cannot be verified by

inspection will require a Certificate of Conformity.

c. Product/service conformity and on-time delivery will be monitored by **BJG**.

7. When **BJG** or its customer intends to perform verification at the supplier's premises, **BJG** will first state the intended verification arrangements and the method of product release. This information will be communicated on the **BJG** RFQ, purchase order, or via another acceptable purchasing arrangement.

8. To ensure product identification and traceability, **BJG** will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on **BJG's** RFQ, purchase order, or may otherwise be communicated to the supplier.

9. All special process must be performed by qualified and competent persons.

10. **BJG** requires that the Supplier have policies and procedures to identify potential Counterfeit Parts from suppliers. Seller shall immediately notify **BJG** with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in a product delivered to **BJG**. In the event that products delivered under this order constitutes or includes Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts.

11. **BJG** may also require specific actions where timely and/or effective corrective actions to a supplier issue are not achieved. These actions may include but are not limited to any or all of the following: withholding payment until the issue is resolved, removal of the supplier from **BJG's** Approved Supplier list, and legal action.

12. Seller acknowledges and accepts full and sole responsibility to maintain an ethics and compliance program appropriate for its business through the performance of this Order. **BJG** strongly encourages Seller to model its program in accordance with the Federal Sentencing Guidelines, applicable guidance from enforcement authorities, FAR 52.203-13 Contractor Code of Business Ethics and Conduct, and industry best practices. Seller shall publicize to its employees who are engaged in the performance of work under the Order that they may report any concerns of misconduct by seller or any of its employees or agents to an authorized **BJG** Representative. Seller shall convey the substance of this clause to its subcontractors.