



**Purchase Order Supplier Requirements,
Terms & Conditions Agreement Addendum
to DIVaero Purchase Order**

8174 Zionsville Rd
Indianapolis, IN 46268
317-941-7777

Thank you for your contribution to DIVaero's success. As a requirement of doing business with some of our valued customers, it is necessary to stipulate certain flow down expectations of our customers. The term supplier in this document refers to any provider of materials or subcontracted services that adds value or verifies product acceptability. If you have been directed to this document, the following terms and conditions apply. Acceptance of a Purchase Agreement from DIVSYS Aerospace & Engineering LLC assumes that you have reviewed and agree to the following:

- 1 **Right of Access:** By accepting the DIVaero Purchase Agreement, the supplier agrees to allow DIVaero, their customer, regulatory authorities, or DIVaero representative access to the supplier's facility to verify product and product verification records.
- 2 **Product Verification Records:** When required in the Purchase Order, Certificates of Conformity will be provided. These certificates will state that the supplier has records on file of its verification of product specifications and that those records are available to DIVaero if requested. In addition, the supplier will provide First Article and Inspection records, if requested.

Special Process Certification: Special processes (processes that cannot be readily inspected or tested). Per purchase orders, a certification shall be issued with each shipment and must state that special process demonstrates compliance with the drawing requirements, specifications, or purchase order. The certificate shall contain the signature of an authorized representative of the supplier.

PCB Assembly Verification: Per purchase orders, a certification shall be issued with each shipment and must state that the product demonstrates compliance with the drawing requirements, specifications, DIVaero documentation, applicable regulations, applicable standards, and / or purchase order. The certificate shall contain the signature of an authorized representative of the supplier. Approval of Traveler and/or Work Instructions is required prior to processing in manufacturing.

- 3 **Approved Sources:** When specified in the purchase order, the supplier agrees to use sources that are approved by DIVaero and/or its customers. The supplier shall flow down to any approved sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required and any applicable customer or regulatory requirements referenced in the purchase order.

Restriction on Certain Foreign Purchases FAR 52.225-13: (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States. (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>. (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

- 4 **Identification and Traceability:** The supplier will adequately mark all product and shipping documentation in a manner that will provide traceability to the DIVaero purchase order number, product verification records including the identity of the individual releasing the products to DIVaero, raw material certificates of compliance from the source or an ISO 17025 accredited laboratory, if



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requested. Identification of materials shall include, as applicable, but not limited to the following types of information: lot number, date codes, specification, etc. In any case, supplier shall record sufficient identification information to adequately identify material.

- 5 **Configuration Management (Revision Controls):** Configuration Management is critical to support customers. Suppliers are to exercise proper revision level control and have documented evidence of changes. Supplier shall maintain proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and other technical data. Supplier shall notify DIVaero Purchasing immediately of any changes to the characteristics or configuration of the product and/or processes used to manufacture the product. A First Article Inspection maybe required by DIVaero to validate and verify compliance to specifications upon notification of change.
- 6 **Foreign Object Debris (FOD) Control:** The supplier will assure that parts / products are free of dirt, debris or foreign substances that may be in part cavities or on surfaces.
- 7 **Packaging:** Parts or materials will be packaged in a manner that will protect them from loss, transit damage, or exposure to dirt, the elements, or foreign substances. For ESD sensitive items, packaging will include ESD bags and labels.
- 8 **Retained Records:** The supplier will maintain records as required by the purchase agreement. Records (regardless of physical form or characteristics, including information created, manipulated, communicated, or stored in digital or electronic form) will be retained and secured for a period defined by DIVaero or its customer. If a retention period is not specified in the purchase agreement, product records shall be readily accessible, without damage, for a period of 7 years. ITAR Gerber Files / Tooling Files shall be retained in usable format for not less than 7 years from last fabrication date. Disposal of documents and records after required period shall be carried out in a manner that assures complete destruction of the records, such that they cannot be reconstructed.
- 9 **Nonconforming Product Notification:** Suppliers will notify DIVaero immediately if nonconforming product may have been released and acquire DIVaero consensus for the proper disposition of the nonconforming product. DIVaero may require corrective and preventative action and/or root cause analysis as requested.
- 10 **Counterfeit Policy:** Prevention of Counterfeit Parts Policy is incorporated into every DIVaero purchase order (PO), as if it were included in the text of the PO. By accepting any DIVaero PO, Provider accepts the terms of this Policy. This Policy overrides and takes precedence over any conflicting terms of any such document, or any other document referenced therein. "Provider" refers to the person or entity selling goods to DIVaero.
 - Provider represents and warrants each of the following to DIVaero:
 - That only new and Authentic materials are used in goods delivered to DIVaero.
 - That the goods delivered or sold to DIVaero contain no Counterfeit Items.
 - That Provider shall only purchase materials or goods for resale to DIVaero from Authorized Sources.
 - DIVaero shall have the right to inspect and test all goods provided to DIVaero before or after acceptance.
 - Provider agrees to promptly provide DIVaero with documentation authenticating traceability of all goods sold to DIVaero to the applicable original manufacturer for a period of up to 7 years from DIVaero's receipt of a good from Provider.



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- Provider agrees to flow down the requirements of this Policy to any subcontracted goods.
- If counterfeit parts are furnished under this purchase agreement, such items shall be impounded. The seller shall promptly replace such items with items acceptable to the DIVaero and the seller may be liable for all costs relating to impoundment, removal, and replacement. DIVaero may turn such items over to US Governmental authorities (Office of Inspector General, Defense Criminal Investigative Service, Federal Bureau of investigation, etc.) for investigation and reserves the right to withhold payment for the items pending the results of the investigation.
- DIVaero may request proof of financial responsibility, such as a product liability/ completed operations certificate of insurance (e.g., ACORD Certificate of Liability Insurance) issued from the seller's insurance agent or broker.
- NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punishable as a felony under Federal statute.

- 11 **Notification of Changes:** The supplier will notify the DIVaero purchaser and acquire prior approval if they intend to move their manufacturing location, change their manufacturing process, move product to a new manufacturing location, or use a new material, source, or outsourced process.
- 12 **Calibration:** The supplier shall maintain a documented calibration system in accordance with ISO/IEC 17025 traceable to NIST Standards for the control and maintenance of measuring and test equipment. DIVaero may request documented evidence of controls.
- 13 **Awareness:** Suppliers are hereby reminded that the final product is an aerospace product; that product conformity is affected by process risk and ethical behavior and that the quality of the supplier's product will impact the safety of the final product. Suppliers are therefore required to internally reinforce individual awareness of their contribution to the overall system of supply chain quality control. Long-term success depends on upholding integrity in bidding, negotiating, and performing contracts. DIVaero expects suppliers to behave ethically towards their customers, suppliers, competitors, employees, and other stakeholders.
- 14 **Export / Import / ITAR Compliance:** Warning: Information furnished to supplier under this purchase contract may contain data subject to U.S. Export Laws and Regulations. Supplier is advised that such data may not be exported or re-exported to foreign persons, employed by or associated with, or under contract to supplier or supplier's lower-tier suppliers, without the prior written consent of DIVaero, and under the authority of an export license or applicable license exemption. If such data is marked as export controlled, supplier shall indemnify and hold buyer harmless from and against any and all claims, liabilities and expenses resulting from suppliers' failure to comply with the Export Laws and Regulation of the United States. DFARS 252.225-7048 Export-Controlled Items.
- 15 **Confidentiality / Technical Data / Cybersecurity:** Supplier shall treat all technical data, drawings, specifications, and other information furnished by Buyer (or its customer) as confidential and shall use such information solely for the performance of this Order.

Where this Order involves access to, handling, storage, transmission, or generation of Covered Defense Information (CDI) or Controlled Unclassified Information (CUI), Supplier shall comply with the cybersecurity requirements of DFARS 252.204-7012 and DFARS 252.204-7021 (or successor clauses), including implementation of NIST SP 800-171 security requirements, and shall flow down the same requirements to applicable sub-tier suppliers.

Supplier shall notify Buyer within 24 hours of any actual or suspected cybersecurity incident affecting CDI or CUI and shall cooperate with Buyer and Government authorities in any required investigation



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or reporting. Upon request, Supplier shall provide reasonable evidence of compliance. Failure to comply with this clause may result in termination of this Order.

- 16 **Audit / Monitoring / Performance:** Buyer may monitor Supplier's performance (including quality and delivery metrics) and may conduct audits at Supplier's facility (or require Supplier to perform sub-tier audits) to verify compliance with this Order's requirements. Supplier shall provide corrective action when requested and may be removed from Buyer's Approved Supplier List for non-performance.
- 17 **Severability / Entire Agreement:** If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remainder shall continue in full force and effect. These Terms & Conditions, together with the Purchase Order (and any attachments or referenced documents), constitute the entire agreement between the parties with respect to the subject matter hereof.
- 18 **Special Customer Requirements:** Acceptance of the purchase agreement means that the supplier agrees to these terms and conditions, as well as any additional flow down or special requirements stated in the purchase agreement. Special attention and documented confirmation on the CofC to be given to all items listed as Critical to Quality (CTQ).
- 19 **Certificate of Compliance:** A CofC shall accompany product orders, and include the DIVaero Purchase Order Number, DIVaero Part Number (if applicable), Quantity, Serial Numbers (if applicable), and Ship Date.
 - For a PCB, the CofC shall also include:
 - Specifications such as: IPC-4101/#, IPC Class, final Cu thickness, finish, board thickness, specials, and CTQ (Critical To Quality) items listed and acknowledged.
 - Material certifications for laminate, pre-preg, final finish(s), soldermask and silk with every order.
 - Specific fabrication location that made the boards shall be identified.
 - Box marked containing CofC and documentation
 - For component purchases the CofC shall also include:
 - Certification that components have been verified as not counterfeit.
- 20 **Requirement to inform employees of whistleblower rights (SEP 2013):** (a) The Contractor shall inform its employees in writing, in the predominant native language of the workforce, of contractor employee whistleblower rights and protections under 10 U.S.C. 2409, as described in subpart 203.9 of the Defense Federal Acquisition Regulation Supplement. (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts.
- 21 **Section 1502 of the Dodd-Frank Wall Street Reform & Consumer Protection Act:** DIVaero requires its suppliers to disclose their use of tin, tungsten, tantalum, and gold (3TGs) in their products and determine if they are sourced in an ethical manner. Dodd-Frank Wall Street Reform & Consumer Protection Act was passed in 2010 to prevent armed groups in the Democratic Republic of the Congo (DRC) and surrounding regions from benefiting from the sale of these minerals. Suppliers that are not in compliance with Section 1502 of the Dodd-Frank Wall Street Reform & Consumer Protection Act will be removed from DIVaero's approved supplier list.
- 22 **DFARS 252.204-7015** Notice of Authorized Disclosure of Information for Litigation Support.



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- 23 **DFARS 252.225-7001** Buy American and Balance of Payments Program.
- 24 **DFARS 252.225-7002** Qualifying Country Sources as Subcontractors.
- 25 **FAR 52.222-19** Child Labor-Cooperation with Authorities and Remedies.
- 26 **FAR 52.222-50** Combating Trafficking in Persons.
- 27 **DFARS 252.246-7008** Sources of Electronic Parts

If you have any questions, please contact the DIVaero buyer who issued the Purchase Agreement.



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Revision History <i>(Record of Document Changes)</i>			
Rev.	Date	Approved By	Nature of Changes
A	08/25/2021	M.Jolliff	New Document
B	09/09/2021	M.Jolliff	Added Counterfeit, DFARS, Calibration Lab 17025 cert to NIST std.
C	11/19/2021	M.Jolliff	Removed AS9100 from header and item 5; corrected ISO-17025 to ISO/IEC 17025
D	11/8/2022	M.Jolliff	Added: Restriction on Certain Foreign Purchases FAR 52.225-13. FAR 52.222-50 Combating Trafficking in Persons, FAR 52.222-19 Child Labor-Cooperation with Authorities and Remedies
E	10/17/2023	M.Jolliff	Added to 13. DIVaero expects suppliers to behave ethically towards their customers, suppliers, competitors, employees, and other stakeholders.
F	2/22/2024	S.Goins	Updated header and footer to new format. Inserted #18, Section 1502 of the Dodd-Frank Wall Street Reform & Consumer Protection Act Added to #16, For component purchases the CofC shall also include: Certification that components have been verified as not counterfeit.
G	10/31/2024	N.Griffin	Added additional verbiage per AS5553 to 10.0
H	1/26/2025	N.Griffin	Added paragraphs: Confidentiality / Technical Data / Cybersecurity, Audit / Monitoring / Performance, Limitation of Liability / Indemnification, Severability / Entire Agreement. Added AS5553, AS6174, and DFARS 252.246-7007 to 10.0. Added: DFARS 252.246-7008 — Sources of Electronic Parts
I	1/28/2026	L.Wagner	Expanded Section 15 Confidentiality / Technical Data / Cybersecurity. Removed duplicate section Audit / Monitoring / Performance. Removed mention of GE Aerospace in Section 3 Approved Sources.