TURBINE CONTROLS, INC / TURBINE CONTROLS, LLC

GENERAL TERMS & CONDITIONS OF PURCHASE

WARRANTY

Supplier warrants to TCMRO that at time of delivery, all goods purchased by this order will be free from defects in material and workmanship and will be suitable for the purposes intended whether expressed or reasonably implied. All material furnished under this order is subject to the inspection and approval of TCMROs.

REJECTIONS

If any of the goods are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, TCMRO, in addition to any other rights, which it may have under warranties or otherwise, shall have the right to reject and return such goods at Supplier's expense. Rejected goods are not to be replaced without advance written authorization from TCMRO.

The Supplier agrees to reimburse TCMRO at the said Purchasers costs for any material, components, or partly finished parts, furnished by said Purchaser, which the Supplier damages in connection with performing the work or services covered by this Purchase Order.

TCMRO shall not be responsible or obligated to pay for over shipments made by the Supplier and the said Supplier agrees to reimburse the Purchaser for any scrap not accountable or attributable to any cause or responsibility on the part of the Purchaser.

TCMRO will be reimbursed for any expense incurred for labor or any other costs, because of the furnishing by the Supplier of materials or parts inherently defective or not suitable or consistent with the purpose for which they are intended.

TCMRO shall be entitled at all times to set-off any amount owing at any time from the Supplier to Purchaser against any amount payable at the time by Purchaser in connection with this order.

If upon inspection by TCMRO of product delivered to it by the Supplier it is determined that a certain quantity of material requires repair, the Supplier shall reimburse the Purchaser for the expense involved in such repair.
It shall be the responsibility of the Supplier to adhere to the delivery schedule specified in the Purchase Order.

COUNTERFEIT PART PREVENTION

All products provided by suppliers, must be original and genuine, and in full compliance with TCMRO's purchase order requirements, AS9100 (clause 8.1.4) and any supporting data under this purchase order. Supplier will not produce or alter the product with the intent to mislead or defraud by passing the counterfeit as original.

SUPPLIER CODE OF CONDUCT

All Suppliers shall adopt and comply with a code of conduct or policy statement regarding business conduct, ethics and compliance. Supplier shall have quality management systems, tools and processes in place that (i) ensure compliance with applicable laws and regulations, (ii) promote an awareness of and commitment to ethical business practices, (iii) facilitate the timely discovery, investigation, disclosure and implementation of corrective actions for

violations of law, regulations or this Agreement, (iv) provide training to its employees on compliance requirements and (v) ensure awareness of their contribution to product safety. Suppliers are also required to consent to allow the FAA and/or EASA to inspect and observe any maintenance functions performed on behalf of Turbine Controls Inc. or Turbine Controls, LLC. in accordance with the regulation. Suppliers shall notify TCMRO within a timely manner of any significant changes to its products, processes and/or services. All records for services rendered shall be maintained for a minimum of 3 years.

GOVERNMENT PROPERTY

Standard government property procedures which comply with FAR Part 45 and FAR Clause 52.245-2 are required for all U.S. government owned property associated with this order. If this order references a U.S. Government contract number, it is a rated order for national defense use, and you are required to follow all the requirements of the Defense Priorities and Allocations System Regulation (15 CFR 700)

Supplier shall allow TCMRO or Government access to their facility with reasonable notice for the purpose of evaluating any product/service for which TCMRO has pending orders or for supplies/services previously delivered.

If the purchase is subject to Federal Aviation Regulation 14 CFR Part 145.223(b), acceptance of the order will be deemed Supplier's consent to allow the FAA and /or EASA to inspect and observe any maintenance functions performed on behalf of TCMRO, Inc. in accordance with the regulation. If Supplier does not consent, Supplier is directed to not perform any activity and return all repair items to TCMRO immediately.

EQUAL OPPORTUNITY

THE EQUAL OPPORTUNITY CLAUSE IN SECTION 202 OF EXECUTIVE ORDER #11246, AS AMMENDED, RELATIVE TO EQUAL EMPLOYMENT OPPORTUNITY AND THE IMPLEMENTING RULES AND REGULATIONS OF THE OFFICE OF FEDERAL CONTRACT COMPLIANCE ARE INCORPORATED HEREIN BY SPECIFIC REFERENCE.