



NEWHART PRODUCTS INC. PURCHASE ORDER PROVISIONS

Terms and Conditions

1. Calibration: Measuring and test equipment (M&TE) that is used to determine the acceptability of product shall be calibrated to a frequency recall system. All calibrations of M&TE shall be traceable to N.I.S.T or equivalent.
2. Nonconforming Material: A system for controlling nonconforming material shall be maintained. At a minimum, a system for segregation, identification, and dispositioning shall be defined. Suppliers shall not knowingly ship nonconforming product without prior, written approval from the Newhart Products buyer.
3. Quality Records: The Supplier shall retain records that provide objective evidence of Quality for a minimum period of fifteen (15) years after shipment unless otherwise stated on the Purchase Order. Records shall be made available to Newhart Products or its customers upon request.
4. Right of Access: Newhart Products, our customers and regulatory authorities shall have access to inspect all material and workmanship at all times and places including, when applicable during manufacturing. If any such inspection or test is made on the premises of the vendor, the vendor shall furnish without additional charge reasonable facilities and assistance for a safe and convenient inspection and/or test.
5. Control of Sub-Tier Suppliers: Supplier shall be responsible for conformance to requirements of items purchased from sub-tier suppliers. Supplier shall assure the requirements of applicable drawings and specifications are imposed on sub-tier suppliers. Verification of purchased raw material shall include certifications for physical and chemical properties that shall be forwarded to Newhart Products upon shipment of the finished product.
6. Sampling procedures: Unless otherwise specified by Newhart Products, when performing less than 100% inspection sampling, zero percent acceptance number sampling plans (C = 0) shall be employed.



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7. Notification: The supplier or vendor shall notify Newhart Products of any changes in product and/or process definition, changes of suppliers, changes of manufacturing facilities location, and, where required obtain organizational approval.
8. Federal Aviation Administration (FAA) Rights: The Federal Aviation Administration reserves the right to perform Audits of Newhart Products suppliers.
9. United States Government Rights: When the face of a P.O. specifies a Government contract and a Department of Defense rating, expediting of this order can be enforced by the United States Government.
10. Surveys and Surveillance: Newhart Products shall have the right to conduct surveys and perform surveillance of the Suppliers and Sub-Tier Suppliers facilities/operations to evaluate their capability to comply with contractual requirements. Newhart Products reserves the right to perform on-site Source Inspection by Newhart Products customer including the Government and Federal Aviation Administration.
11. Document Currency: Supplier shall utilize revisions of drawings and specifications current at the time of order placement or as otherwise amended in writing by Purchase Order.
12. FAA Licensed repair Stations: Holders of FAA Repair Station Licenses (1) shall ensure that the work being performed is within their ratings and limitations and (2) shall notify Newhart Products in writing of any changes to the status if their license ratings and limitations.

Verification of Purchased Products

1. Certificate of Compliance (Applicable to all Shipments): One (1) copy of a Certificate of Compliance indicating parts meet all applicable specifications, signed or stamped by an authorized Supplier representative shall be supplied with each shipment. At a minimum the Certificate of Compliance shall include the Suppliers name and address, Newhart Products part number and revision, Purchase Order Number and quantity shipped.
2. Certificate of Analysis: Certificates of Analysis shall be provided with each shipment of parts if stated on Newhart Products Purchase Order.

One (1) copy of a completed Mill certified test report including chemical and physical Properties for all raw materials are required for each shipment. Whenever Newhart Products drawing and/or Purchase Order make direct reference to a specific material specification, all certifications shall include reference to the applicable specification and

its revision level. Subject material specifications include, but are not necessarily limited to SAE, AMS and MS specifications.

NOTE: When the raw material for this Purchase Order is supplied by Newhart Products, the vendor shall document use of the supplied material in lieu of Certificate of Analysis.

3. First Article: Not required unless specified in the Purchase Order.

If specified on the Purchase Order, the FAIR may be in Supplier format, but must address all drawing dimensions, characteristics, drawing notes, and any required documentation. The supplier shall provide a process for the inspection, verification and documentation of a representative item from the first production run of a new part or following any subsequent change that invalidates the previous first article inspection result.

4. Shelf Life Items: When it is shown by the supplier that the product being supplied on this Purchase Order is perishable, with a finite life expectancy, the Certificate of Compliance shall contain the representative manufacturing date and the expiration date of the product. If special storage temperature other than room temperature is required, the Supplier shall so specify. Material being shipped against Purchase Order shall have a minimum of 75% remaining of the shelf life when received at Newhart Products. Any exceptions shall be noted on Purchase Order.
5. Temperature Sensitive Items: The Supplier shall take adequate precautions to ensure that temperature sensitive material does not exceed maximum/minimum storage temperature during the entire transit process. Shipping containers shall be clearly marked with the proper storage temperatures.
6. Cleanliness: Manufactured parts shall be free of oil, grease or FOD.
7. Packaging: Good commercial packing techniques shall be used with sufficient protection to ensure safe arrival at Newhart Products.
8. Special Processes and Non-Destructive Testing (NDT): When the Newhart Products drawing or Purchase Order requires a Special Process or NDT, the Supplier shall contact Newhart Products Purchasing for the name of an approved Supplier authorized to perform the required process. The Suppliers Purchase Order to the sub-tier supplier for Special Process or NDT including but not limited to welding and brazing, fluorescent penetrant inspection (FPI), radiographic (X-Ray) inspection, ultrasonic inspection and heat treat shall require a Certificate of Compliance that must be forwarded to Newhart Products.
9. The acceptance of an item by Newhart Products does not relieve the suppliers' responsibility for quality and/or from any subsequent customer initiated rejection.

Revision	Date	Section	Description
A	04/15/09	6	Add 'FOD' reference
		7	Remove reference to ANSI/ASQC Z 1.4 Add c = 0 reference
B	07/23/12	P 1, para 8	Added "changes of suppliers, changes of manufacturing facilities location,"
C	09/23/13	P1, para 3, P3, para 3, P4, para 8	Removed Software section., changed record retention requirement.Re-defined FAI requirement. Re organized "Special Process" requirements.
D	07/01/15	P1, para 3	Added 'minimum' and 'unless otherwise stated on the Purchase Order'