



## TERMS AND CONDITIONS

1. **ACCEPTANCE.** This order becomes the exclusive agreement between the parties for the supplies, subject to the terms and conditions hereof, when accepted by acknowledgment or commencement of performance. Additional or different terms proposed by seller are hereby expressly excluded, unless accepted in writing and signed by the Buyer. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Buyer. Shipment of any supplies, or performance of services, constitutes Seller's acceptance of all of the terms and conditions hereof, whether or not Seller has acknowledged this purchase order.
2. **DEFINITIONS.** As used herein, "subcontract" means either purchase order or subcontract and "supplies" means all articles, materials, work or services to be furnished by Seller under this order; "ASPR" means "Armed Services Procurement Regulation" as in effect on the date of this order.
3. **PACKING.** Unless otherwise specified, (i) all packing and crating by seller shall be in compliance with carriers tariffs and suitable containers for protection in shipment and storage, and (ii) the price or prices include all charges for Seller's packing and crating, and for transportation to the F.O.B. point.
4. **PRICE.** This Purchase Order shall not be filled at higher prices than specified herein. If price terms are omitted from the face hereof, the price of the supplies shall be the lower of (i) the price last quoted or paid (whichever is later), or (ii) the prevailing market price at the time of shipment. Unless otherwise provided herein, prices shown herein shall include all taxes not expressly imposed by law on the Buyer.
5. **EXCEPTIONS.** The Purchase order may take an exception to any one of the following Quality Assurance Clauses listed in section 6. In case of a conflict, the purchase order takes precedence over this document (GCP6-1F8).
6. **QUALITY ASSURANCE AND CONTROL.**
  - a. **Quality Management System.** Seller shall provide and maintain a quality management system in compliance with ISO 9001 or AS9100, or equivalent.
  - b. **Records.** Seller shall maintain, on file at the Seller's facility, quality records traceable to the conformance of product/part numbers delivered to Buyer. Seller shall make such records available to regulatory authorities, Buyer's authorized representatives, and Buyer's customers. Seller shall retain such records for a period of not less than (10) ten years from the date of shipment under each applicable order for all product/part

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numbers unless otherwise specified on the order.

Seller shall also ensure such records of the supplier's subcontractor(s) shall remain on file by the supplier's subcontractor(s) or the supplier for the same retention period.

At any time during the identified retention period, at Buyer's request, the Seller will deliver such records or any part thereof in format / media and within a time frame as agreed to by both parties at no additional cost to the Buyer.

At expiration of the retention period, if there is intent to dispose of such records, then prior to disposal, the supplier shall notify the Buyer in writing. The Buyer reserves the right to request delivery of such records. In the event the Buyer chooses to exercise this right, the Seller shall promptly deliver such records to the Buyer at no additional cost on media agreed to by both parties.

Safran Cabin Galleys, Inc. disposition policy is as follows:

- Hardcopy records are shredded.
- Electronic records are permanently deleted.

- c. **Control of Supplier Performance:** Safran Cabin Galleys, Inc. controls and monitors the performance of its suppliers, including on-time and quality performance.
- d. **Change in Quality Management Representative.** The Seller shall promptly notify Buyer of any changes in the management representative with assigned responsibility and authority for the quality management system.
- e. **Change in Manufacturing Facility Location.** The Seller shall immediately notify Buyer, in writing, of any change to the manufacturing facility location of the contracted part number or assembly.
- f. **Change in Quality Management System.** Seller shall immediately notify Buyer in writing of any change to its quality management system, product definition or processes.
- g. **Notification of Nonconforming Product.** Seller shall notify Safran Buyer and Supplier Quality Engineer (SQE) of nonconforming processes, products, or services and obtain approval for their disposition prior to shipment by submitting form GCP 13-1F9 "Advance Rejection Tag (ART), which can be found on the link provided in the purchase order. No deviation will be considered approved without a completed ART form with both Safran Engineering and Quality signature approvals.

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The ART form shall be submitted to the Safran Buyer and SQE within 24 hours upon identification of any actual or possible nonconformance or deviation from requirements of applicable specification, drawings, materials, special processing, samples or descriptions. Written notification shall include all required fields in the ART form, including the Date, Supplier Name, Purchase Order Number and Line Item, Part Number & Revision, Part Name, Serial Number (if applicable), Discrepant Quantity, Description of Discrepancy with clear and concise IS and Should Be (S/B) conditions, the name and signature of the person requesting the deviation, details regarding the cause of the deviation which may include the root cause if known at the time, corrective actions, and the name and signature of the person responsible for implementing the corrective actions.

- h. **Right of Access/Entry.** Seller shall allow the right of access by Safran Cabin Galleys, Inc., its customers, and regulatory authorities to the applicable areas of facilities and to applicable documented information (e.g., documents, records), at any level of the supply chain.
- i. **Language.** When specifically requested by Buyer, Seller shall make specified quality data and/or approved design data available in the English language.
- j. **Relocation/Subcontractor Notification.** The Seller shall not relocate or subcontract any Category I or II work without written Buyer acceptance. Notification to Buyer should be made to the Procurement Agent who manages the Seller's contract and shall contain the subcontractor name, address, telephone number, QA manager name, applicable part numbers, and part descriptions. Category I and II work is defined in FAA Order 8120.2, Appendix D.
- k. **Control of Changes.** Seller agrees not to make any changes in materials or design details that would affect the part or any component part thereof with regard to (i) part number identification, (ii) physical or functional interchangeability, or (iii) repair and overhaul procedures and processes and material changes that affect these procedures, without prior written approval from Buyer, and without revising the part numbers and the originals of all drawings or data.
- l. **Sub-Tier Flow Down.** Seller shall flow down to suppliers/external providers applicable requirements including customer requirements. Seller shall flow down the requirements of the purchase order and the terms and conditions including customer requirements to the sub-tier supply chain used in the manufacture of products for Buyer. Such flow down requirements shall include all drawings, parts list, specifications, process requirements, inspection instructions, test specimen requirements and quality clauses listed in the Purchase Order Terms and Conditions.



**m. Approved Process Source.**

Buyer requires the use of customer-designated or approved external providers, including process sources (e.g., special processes).

Buyer requires that certain processes be performed by sources that have been surveyed and approved by Buyer. The processes that must be performed by an approved processor are heat treat source, non-destructive testing, Material testing, all chemical processing (sources must be NADCAP accredited). Welding suppliers must have approved qualifications welds per AWS D17.1. Soldering must be performed by Certified operators to IPC-A-610, or equivalent and in accordance with SPS 124. Seller will insert the substance of this clause, including this sentence in all lower-tier subcontracts for work done under this contract. Buyer's Quality Assurance retains the right to disapprove suppliers at any time.

- n. First Article Inspection.** Seller will perform First Article Inspection (FAI) for the end item, details and subassemblies constituting the end item. Seller shall perform First Article Inspection (FAI) in accordance with AS/EN/SJAC 9102 Rev B, Aerospace First Article Inspection Requirement. Seller's FAI records will provide objective evidence of 100% dimensional inspection, documented with engineering drawing dimensions, tolerances and inspection results. Actual measured dimension results will be expressed in quantitative terms and in the unit of measure specified by the drawing, digital model or specification. Seller's FAI report shall include a Certification of Conformance attesting that applicable drawing notes and process requirements have been accomplished as required. Seller will include a copy of FAI report each time a new part number is made by Seller and a Certification of Conformance with each shipment of deliverable goods. Seller shall include with each shipment a certification attesting that material, processes including applicable inspection processes and finished items were controlled and tested in accordance with requirements of this contract and applicable specifications and that such records are on file or that materials used were supplied by Buyer. A delta FAIR is required on existing part Revision changes.

Seller shall train all personnel responsible for First Article Inspection with Safran's First Article Inspection (FAI) Training Manual, which can be found on the link provided in the Purchase Order. Seller shall have records that all pertinent employees have reviewed the FAI Training Manual on a yearly basis.

- o. Rejections.** All supplies ordered may be subject to (i) inspection or verification during the period of manufacture, (ii) inspection or verification prior to shipment, and (iii) final inspection and acceptance at destination, notwithstanding any prior payment or inspection and acceptance. Buyer may reject and hold at Seller's expense,



subject to Seller's disposal, all supplies not conforming to applicable specifications, drawings, samples or descriptions. Without limiting any other rights Buyer may have, Buyer at its option may require seller (i) to repair or replace at Seller's expenses any item of supplies ordered which fails to meet the requirements of applicable specification, drawings, samples or descriptions, or (ii) to refund the price of any such item. Rejected supplies shall not be retendered to Buyer by Seller unless correction of such past rejection is submitted, and verification rights shall extend to the Government if Government prime contract number or the word "Military" appears on the face of the order.

- p. **Quality Assurance.** Seller shall comply with the Safran Cabin Galleys, Inc. quality management system requirements as specified by this document and the purchase order. Seller agrees to implement and maintain the quality or inspection system during the performance of this contract. Seller shall maintain a sampling plan appropriate to the type and complexity of the product. The sampling plan shall be justified on the basis of recognized statistical principles and appropriate for use (i.e., matching the sampling plan to the criticality of the product and to the process capability).
  
- q. **Certificate of Conformance.** An authorized certificate of conformance is required with each shipment, referencing the PO number, Safran Cabin Galleys, Inc. part number, and Safran Cabin Galleys, Inc. part number revision, and lot or batch number. For Source Controlled parts, supplier is to provide manufacturer's certificate of conformance. Raw Material C of C shall contain the Heat/Lot Number, material specification and revision that the material conforms to.
  
- r. **Raw Material Test Reports.** Seller shall furnish original mill test report containing chemical and physical test reports with each shipment of raw material. Test report must contain the heat lot number and the specification to which the materials conform. Material must meet the requirements of latest specification at time of purchase order. Test reports must be legible.
  
- s. **Age-Controlled/Shelf Life Items.** For Age-Controlled item(s), Seller shall include on shipping documentation (or the labeling when specified by specification) the following: (i) Date of the manufacture or cure date, (ii) Shelf life (period of time material maintains characteristics if stored properly), (iii) Storage temperature, (iv) Respective control identifier for each lot, batch, heat, heat treat, billet and/or unit identification number. The item(s) shipped under this contract must arrive at Buyer's facility with at least 80% of the specified shelf life remaining unless written approval is granted by Buyer.
  
- t. **Part Identification and Marking.** Seller shall mark each part per the Safran Cabin Galleys, Inc. drawing with the Part Number, PO number and revision. Suppliers shall furnish a complete certificate of conformance with each shipment indicating the



Safran Cabin Galleys, Inc. Part number, Safran Cabin Galleys, Inc. Part number revision, and P.O. number. The Seller shall be responsible for the quality of all products purchased from subcontractors. The Seller shall ensure where required that both the Seller and all subcontractors use customer-approved special process sources. Ensure Seller organization having responsibility for approving subcontractors' quality systems has the authority to disapprove the use of source.

- u. **Material Review Authority.** Seller is not authorized to perform material review action of nonconforming material on behalf of Buyer. Seller shall not use the disposition "use-as-is", "regrade" or "repair" on Buyer goods and services.
- v. **Excess Inventory.** The Seller shall strictly control all inventory of Buyer proprietary product that is in excess of contract quantity in order to prevent product from being sold or provided to any third party without prior written authorization from Boeing.

## 7. DELIVERY – ADVANCE MANUFACTURING OR PROCUREMENT.

Delivery according to schedule is a major condition of this order. Seller shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Seller's normal flow time or delivery in advance of schedule. In the event of termination or change, no claim will be allowed for any such manufacture or procurement in advance of such normal flow time unless there has been such prior written consent of Buyer.

- 8. **WARRANTY.** Seller warrants that all supplies furnished hereunder will be free from defects in material and workmanship, conform to applicable specifications, drawings, samples and descriptions, and if of Seller's design, be free from design defects. Unless otherwise specified in the Order, the supplies shall be new and not used or reconditioned, the supplies shall be merchantable and (if Seller knows or has reason to know of Buyer's intended purpose or use therefore) shall in all respects be suitable for the particular purpose or use for which they are purchased by Buyer. Seller shall indemnify and hold Buyer harmless from and against any and all damages, losses, demands, costs and expenses arising from claims of third parties due to Seller's breach of its warranties hereunder.

- 9. **CHANGES.** Buyer may at any time, by written notice and without notice to sureties and assignees, make changes within the general scope of this order in any one of the following: (i) drawings, designs or specifications, (ii) method of shipping or packing, (iii) place of inspection, acceptance or point of delivery, (iv) delivery schedule. Should any such change increase or decrease the cost of, or the time required for, performance of this order, an equitable adjustment may be requested by Seller or Buyer in the price, delivery schedule or both. No claim by Seller for such adjustment will be valid unless submitted to Buyer within thirty (30) days from date of such change. The claim should be accompanied by an estimate of charges for redundant material, work in process, or





both. Any claim for the cost of redundant material or work in process may be required to be on the forms and in detail prescribed by Part 8, Section VIII of ASPR and will not be valid unless submitted within six (6) months from the date of such change. Nothing contained in this clause shall relieve Seller from proceeding without delay in the performance of this order as changed.

#### **10. RESPONSIBILITY FOR PROPERTY.**

- a. Seller shall be liable for any loss or destruction of or damage to property of Buyer caused by the negligence or wrongful acts or omissions of Seller, its representatives, agents or employees. Seller shall include nothing in its prices for direct damage insurance on property of Buyer, as Buyer for its sole benefit insures such property.
- b. Seller shall be liable for any loss or destruction of or damage to government property furnished to Seller by the Government or Buyer and shall be responsible for returning any such property in as good condition as when received, except for reasonable wear and tear or for the utilization of it in accordance with the provisions of this order.

**11. INDEMNIFICATION.** In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Buyer or third parties in the performance of this order, Seller shall indemnify and hold harmless Buyer, its officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury to any person, including Seller's employees, whatsoever nature or kind arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Seller, its employees, agents, subcontractors and/or lower-tier subcontractors. Without in any way limiting the foregoing undertakings, Seller and its contractors and lower-tier subcontractors shall maintain public liability and property damage insurance in reasonable limits covering the obligations set forth above, and shall maintain proper Workmen's Compensation Insurance covering all employees performing this order.

**12. USE OF BUYER'S DATA.** Seller shall not use or disclose to third parties any data, designs, or other information belonging to or supplied by or on behalf of Buyer, except in the performance of orders for Buyer or the Government where the Government has such rights. Upon Buyer's request such data, designs, or other information and any copies thereof shall be returned to Buyer. Notwithstanding any other provisions of this order, to the extent the Government has received from Buyer the right to authorize such use by Seller, Seller may utilize Buyer's data and information in the manufacture of articles for direct sale to the Government, provided however that Seller shall (i) give Buyer prior written notice of each such proposed use, (ii) prominently, to the extent possible, each article as being manufactured by Seller in the performance of orders for the Government and (iii) make no claim against Buyer which arises out of user by Seller of such data and information. Where Buyer's data, designs, or other information are furnished to Seller's suppliers for procurement of supplies by Seller for use in the



performance of Buyer's orders, Seller shall insert the substance of this provision in its order.

**13. ASSIGNMENT.** Neither this order or any duty or right under it shall be delegated or assigned by Seller without the prior written consent of Buyer, except that claims for moneys due or to become due under this order may be assigned to a bank, trust company or other financing institution, including any federal lending agency by Seller without such consent, Buyer shall be furnished with two signed copies of any such assignment. Payment to be assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make direct settlements and/or adjustment in price with Seller under the terms of this order notwithstanding any assignment of claims for moneys due or to become due hereunder and without notice to the assignee.

**14. TERMINATIONS – STOP WORK.**

- a. For convenience. The Termination Clause in Paragraph 8.706 of ASPR is by reference incorporated herein and modified to delete the first sentence of paragraph (i) and to substitute the following sentence in lieu thereof: "Costs claimed, agreed to, or determined pursuant to (c), (d) and (e) thereof shall be in accordance with Section XV of the Armed Services Procurement Regulation as in effect on the date of this subcontract".
- b. For defaults. The clause in Paragraph 8.707 of ASPR is by reference incorporated herein.
- c. For insolvency. In the event of the institution of any proceedings by or against Seller in bankruptcy or insolvency or under any provision of the Bankruptcy Act or for the appointment of a receiver or trustee or an assignment for the benefit of creditors of Seller, Buyer may terminate this order. Any termination under this paragraph shall be covered by the provisions of paragraph (b) of this clause.
- d. ASPR clause entitled "Stop Work Order" is by reference incorporated herein.
- e. For the purpose of paragraphs (b), (c) and (d) of this clause in the clauses of ASPR incorporated by reference, the terms "Government" and "Contracting Officer" shall mean "Buyer", the term "Contract" shall mean "this order", and the term "Contractor" shall mean "Seller" and further the provisions of said clauses incorporated herein by reference which provide that a failure to agree shall be a dispute within the meaning of the Government contract clause entitled "Disputes" shall have no force or effect.

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- f. Seller shall not include in any claim submitted hereunder any cost of design engineering or development or any cost for special tooling or special test equipment, unless specially ordered by Buyer as a separate item of work separately priced, notwithstanding any provisions of Section VIII or Section XV of ASPR. Failure of Seller to submit its termination claim within the period prescribed, unless extended by Buyer in writing prior to the expiration of said period, shall constitute a waiver of such claim, and Buyer shall not be required to notify Seller or make any determination thereof.

**15. PATENTS.** To the extent that the supplies are manufactured to detailed designs not originated and furnished by Buyer or by a process or method, the use of which is not specifically directed by Buyer, Buyer shall have no responsibility to Seller and Seller guarantees that the sale or use of such supplies or the use of such process or method hereunder will not infringe any United States (or foreign, if the contract block contains neither a Government contract number nor the word "military") patent, trademarks, trade names or copyrights and shall indemnify and save Buyer and its customers harmless from any expense, loss, cost, damage, or liability which may be incurred on account of infringement or alleged infringement of patent rights, trademarks, trade names or copyrights with respect to such supplies, and defend, at its own expense any action or claim in which such infringement is alleged, provided Seller is notified of such actions or claims against Buyer. Indemnification shall not apply to infringements arising from use in combination with other items where infringement would not have occurred from the normal use for which the article was designed.

**16. EXAMINATION OF RECORDS.** In the event this order is in excess of \$2,500.00, Seller agrees that the duly authorized representative of the Comptroller General of the United States shall, until three (3) years after final payment under this order, or for time periods specified in Appendix M of ASPR, whichever expires earlier, have access to and the right to examine any direct pertinent books, papers, documents and records of Seller involving transactions related to this order.

**17. EQUAL OPPORTUNITY.** The Equal Opportunity clause in Section 202 of E.O. 11246, as amended and the implementing rules and regulations (41 CFR Pat 60) are incorporated herein by reference, unless this order is exempted rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of E.O. 11246 or provisions of any superseding E.O. As used in said clause, "contractor" means "Seller". Unless this order is so exempted, the applicable Equal Opportunity Compliance Certificate previously submitted by Seller to Buyer is by reference also incorporated herein.



**18. REQUIREMENTS APPLICABLE TO SUPPLIERS (ZA-Q-1030).** All products must be supplied in accordance with ZA-Q-1030.

**19. ASPR, OTHER REGULATIONS AND LAWS**

- a. If the contract block of this order does not contain a department of Defense contract number or the word “military” paragraph (b) of this clause and clauses 5(b) and 14 shall not apply.
  
- b. The clauses contained in the following paragraphs of ASPR are incorporated herein by reference:
  - 7.103.16 Contract Work Hours Standards Act Overtime Compensation
  - 7.103.17 Walsh Healey Public Contracts Act
  - 7.103.23 Notice and Assistance Regarding Patent and Copyright Infringement
  - 7.103.26 Pricing of Adjustments
  - 7.103.27 Listing of Employment Openings for Veterans (if this order exceeds \$10,000.00)
  - 7.103.28 Employment of the Handicapped Personnel (if this order exceeds \$2,500.00) or Employment of Handicapped Program (if this order exceeds \$500,000.00)
  - 7.104.3 Buy American Act
  - 7.104.6 Filing of Patent Applications (Classified Contracts)
  - 7.104.9 Rights in Technical Data
  - 7.104.11 Excess Profit
  - 7.104.12 Military Security Requirements (excluding the last sentence of Paragraph (c))
  - 7.104.14(a) Utilization of Small Business Concerns (if this order exceeds \$10,000.00)
  - 7.104.14(b) Small Business Subcontracting Program (if this order exceeds \$500,000.00)
  - 7.104.18 Priorities, Allocations and Allotments
  - 7.104.20(a) Utilization of Labor Surplus Area Concerns (if this order exceeds \$10,000.00)
  - 7.104.20(b) Labor Surplus Area Subcontracting Program (if this order exceeds \$500,000.00)
  - 7.104.32 Duty Free Entry Canadian Supplies (if this order exceeds \$2,500.00)

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7.10436(b) Minority Business Enterprises Subcontracting Program (if this order exceeds \$500,000.00)

7.104.37 Required Source for Jewel Bearings (Jewel bearings shall be at prices established in the Official U.S. Government Jewel Bearing Price List in effect on the date of this order)

7.104.41 Audit by Department of Defense

7.104.48 New Material

As used in the foregoing clauses and unless the context of a clause requires otherwise, "Contracting Officer" shall mean the Administrative Contracting Officer who has cognizance of Buyer's prime contacts, "contract" shall mean this order, "subcontracts" shall mean subcontracts and purchase orders issued under this order by Seller, "Contractor" shall mean Seller. Copies of all notices or reports required to be furnished under the above incorporated clauses shall be furnished to Buyer.

- c. Seller agrees to comply with all applicable local, state and federal laws and executive orders and regulations issued pursuant thereto and agrees to indemnify Buyer against any loss, cost, damage or liability by reason of Seller's violation of this paragraph.
- d. Prior to shipment or transfer of any hazardous chemical(s), as defined by regulations promulgated pursuant to the Occupational Health and Safety Act ("OSHA"), seller shall provide buyer with a complete, up-to-date Safety Data Sheet and shall properly mark such hazardous chemical(s) with a label satisfying the requirements of OSHA's Hazard Communication Standard (29 CFR Part 1910.1200 et seq.). Any shipment or transfer by seller of any hazardous material(s) (as defined by regulations promulgated by the U.S. Department of Transportation ("DOT") and Appendix A of Federal Standard number 313A), shall be conducted consistent with the requirements of DOT regulations promulgated at 40 CFR Part 171 et seq.

**20. LABOR DISPUTE.** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, Seller shall immediately give notice hereof to Buyer, Seller shall insert the substance of this provision in its orders issued hereunder.

**21. GOVERNING LAW.** The Purchase Order and the contract between the parties evidenced hereby shall be deemed made in the State of California and shall be construed and interpreted solely in accordance with the laws of such State.

**22. RELEASE OF INFORMATION.** No news release, public announcement, denial or

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confirmation of same or any part of the subject matter of this Purchase Order or any phase of this Purchase Order shall be made without the prior written approval of Buyer (Buyer's Public Relations organization).

**23. OCCUPATIONAL SAFETY AND HEALTH ACT.** Incorporated in this purchase order by reference thereto are all laws, interim and permanent standards, rules and regulations of the Occupational Safety and Health Act and all State and federal laws and regulations relating to safety and health standards. By acceptance of this purchase order Seller agrees to furnish only supplies, articles, services and equipment which comply with such laws, standards and regulations and agrees to hold Buyer harmless from any liability arising from the failures of such purchased supplies, articles or services to comply with such laws, standards and regulators.

**24. OBSOLESCENCE.** Seller shall be aware and proactively monitor all items and material used in the manufacture of Safran Cabin Galleys, Inc. orders for impending obsolescence issues. If obsolescence issues are identified, the supplier shall provide immediate notification to Safran Cabin Galleys, Inc. buyer and impacted personnel, describing the obsolete item, reason for obsolescence, estimated date the product will no longer be available, and any proposed alternatives. Timely notification is imperative to allow sufficient time to identify alternates for the affected parts, and perform any necessary certifications, which may involve regulatory agencies.

The Seller shall procure or will maintain, during the performance of Safran Cabin Galleys, Inc.'s orders, sufficient components and materials necessary to perform the orders, including obtaining commitments from its suppliers required to meet all requirements.

The Seller shall flow down and manage this requirement with its suppliers to ensure they can meet the Supplier's obligations.

The Seller agrees to maintain an obsolescence policy/procedure adequate to ensure that the Supplier and its suppliers can provide Safran Cabin Galleys, Inc. adequate notice that components and material necessary to supply additional new-order quantities can be purchased through the Seller by placing on order within 90 days of receiving said notice. Further, the Seller agrees to supply Safran Cabin Galleys, Inc. with such additional products or components of which are due to be discontinued subject to Safran Cabin Galleys, Inc. agreeing to compensate the Seller for its reasonable cost plus profit for such additional orders.

**25. CONTROL OF SUSPECT OR COUNTERFEIT PRODUCT.** Seller shall establish a program to eliminate the risk of introducing both counterfeit electronic parts as well as



non-electronic parts and materials. This includes:

- Identification, mitigation, detection, and avoidance techniques, and reporting of suspect or confirmed counterfeit parts, assemblies, and/or materials;
- Training for the detection and prevention of counterfeit parts.

For guidance, the Seller may refer to:

- AS5553 – Counterfeit Electrical, Electronic, and Electromechanical (EE) Parts; Avoidance, Detection, Mitigation, and Disposition;
- AS6174 – Counterfeit Material; Assuring Acquisition of Authentic and Conforming Material.

**26. EMPLOYEE AWARENESS AND TRAINING.** Sellers shall ensure that their employees are aware of:

- their contribution to product or service conformity;
- their contribution to product safety;
- the importance of ethical behavior.

**27. CONTROL OF FOREIGN OBJECT DEBRIS (FOD).** Seller shall establish a program for the prevention, detection, and removal of foreign objects.

The Supplier shall implement all necessary arrangements required to prevent, detect and eliminate foreign object debris during manufacturing, assembly, inspection, storage, maintenance, packaging and shipping.

Suppliers are required to establish and maintain a FOD prevention program. The suppliers FOD program shall be based upon a reputable FOD control program such as Boeing document D6-85622.

All entry points, on mechanical and electrical parts/assemblies shall be protected from FOD, by use of caps or plugs.



**REVISION HISTORY:**

REV	REVISION ISSUE DATE	REVISED BY	REASON FOR REVISION
NC	01/17/12	-	Initial Release
A	04/03/17	Rick Millhouse	Revised §6(m). First Article Inspection to add statement that delta FAIR is required with existing part number changes.  Added §23, to incorporate ZEIU Purchase Order Requirements (BU-specific):  Packaging Requirements, per P-1.70 Obsolescence Policy, per GCP 06-6 Foreign Object Debris (FOD) clause  Incorporated Procedure Revision (Rev. A), and Revision History matrix.
		Kathryn Allen	Revised §18(d)
B	03/30/2018	Rena Matheny	Updated to address AS9100D requirements.
C	03/04/2019	D. Parrish	Updated Template per SAFRAN Rebranding
D	06/25/2020	Steven Welch	Updated Section 6.g to provide clear instructions on deviation requests as well as Section 6.n to require all suppliers who perform FAI to train applicable personnel with the Safran FAI Training Manual.

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