



## **TES Parts, LLC Purchase Terms and Conditions**

### **1. Definitions and Scope:**

“TES Parts LLC”, means TES Parts LLC, TES Parts Ph: +1 469 444 2155 · tesservice.com 631 Westport Parkway, Suite 200 · Grapevine, TX 76051 · USA

“Supplier” shall mean the individual, partnership, or company identified on TES Parts Purchase Order.

“Purchase Order” means an order placed with a Supplier specifying the goods or materials or services required, issued by an authorized representative of TES Parts

The Terms and Conditions herein are additional to the specific requirement noted on the Purchase Order. Except where prohibited by law, the terms and conditions of this Purchase Order will apply and will prevail over any other terms and conditions stated, unless otherwise agreed in writing between TES Parts and Supplier.

### **2. Changes:**

TES Parts may require changes to be made to this purchase order at any time prior to delivery of the goods or materials or services ordered. Any price and/or schedule adjustments will be mutually agreed upon and documented between TES Parts and Supplier.

### **3. Quality:**

3.1 The supplier shall establish and maintain a clearly documented quality system that provides a means of ensuring the product conforms to specific requirements.

3.2 Without limitation, all goods and materials and services shall conform as to quality, quantity and description with the particulars of and/or latest revision of specification contained in the Purchase Order and unless specifically agreed otherwise, all goods or materials or services are to be supplied as per the Purchase Order.

The goods or materials or services must be fit for purpose and free from all defects.

3.3. TES will score the supplier based upon Quality and Delivery (including Service if applicable). Suppliers who fail to perform will receive a correction action request and may trigger a probation period and or be removed from the TES Approved Supplier List.



#### 4. Business Continuity:

The Supplier shall use commercially reasonable efforts to develop and maintain business continuity practices regarding contingency management to alleviate the effects of any business impacting events that may have an adverse effect on the supplier's ability to perform its obligations under this Purchase Order. The business continuity plan shall contain as a minimum a provision for risk and business impact analysis to include prevention/mitigation planning.

The preceding statement will cover, but not be limited to; (i) service documentation storage and protection (including but not limited to storage of deliverable technical information, specification and other documentation, design documents, tools, process and fixtures, and (ii) information systems security and redundancy, and (iii) demonstrating supplier's ability to rapidly recover the loss of capability to deliver goods and materials and services.

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#### 5. Counterfeit parts:

The Supplier is expected to develop, implement, and maintain effective methods and processes appropriate to their products to eliminate the risk of introducing counterfeit material (a counterfeit part or counterfeit material being a part or material which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer).

The Supplier shall provide immediate notification to TES Parts if counterfeit goods or materials have been supplied. If counterfeit goods or material are furnished by Supplier under this Purchase Order, such items will be quarantined and/or destroyed by TES Parts. If so demanded, the Supplier shall promptly replace such counterfeit material(s) with material acceptable to TES Parts. The Supplier shall be fully



liable for all costs associated with the return of or destruction of such counterfeit goods or materials.

6. On Time delivery:

The Supplier will make delivery of the goods or materials or services on the delivery date specified in this Purchase Order.

7. Notification of change:

The Supplier must notify TES Parts immediately in writing if:

- (i) Supplier cannot deliver to the specifications of TES Parts Purchase Order.
- (ii) Supplier is disapproved by a regulatory body.
- (iii) Supplier has delivered any non-conforming goods or materials or services.

In the event of any of the above TES Parts reserves the right to.

- (a) accept delivery of the goods or materials or services or,
- (b) accept a portion of the order or,
- (c) reject the order in its entirety.

The Supplier must notify TES Parts of any changes to their processes, materials or services including those of their external providers.

8. Record retention requirement:

- (i) Quality records generated relating to this Purchase Order shall be maintained and preserved for a period of fifteen (15) years, and available for review by TES Parts or a regulatory body.

9. Flow down of customer requirement:

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TES Parts reserves the right to flow down additional requirements to satisfy specific customer and or business requirements that apply.

10. Right of Access:

TES Parts reserves the right to conduct surveillance visits to confirm that the Supplier's



quality systems meet TES Parts requirements in addition to any associated quality standards requirements applicable (ISO/AS/ASA). Supplier shall provide access to TES Parts (and to TES Parts Customer and/or Regulatory Authorities as necessary) to confirm the Supplier's quality systems documentation and quality records as required to conduct such audits and verify product and processes meet required standards.

11. Product Safety and Conformity:

The Supplier is expected to develop, implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety and conformity of the goods, material or services provided.

12. Ethical behavior:

The Supplier acknowledges that TES Parts requires that the Supplier maintains a high standard of ethical conduct in its dealings with TES Parts. The Supplier were requested shall provide evidence of ethical behavior not limited to antibribery, anti-child labor, anti-slavery and whistle blowing.