



# VENDOR TERMS AND CONDITIONS

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As part of Source One Spares' commitment to qualify, vendors doing business with us must also meet our specific requirements outlined herein to be added to or remain on our approved vendor list. Upon acceptance of our Purchase Order by Seller, all the terms and conditions of the transaction and no term or condition at variance with the Order proposed by Seller in acknowledging or accepting this Order will be binding on Buyer unless specifically accepted in writing.

## 1. CERTIFICATION

All sellers shall have a quality system in place to meet the intent of one of the following quality standards, but not limited to, the ASA-100, ISO9001, and AS9120 or complete our Supplier Audit form to determine eligibility to be added as an approved vendor.

## 2. APPROVED VENDOR STATUS

Source One's approved vendor status is valid until revoked or surrendered for as long as the certifications and quality standards initially approved are maintained. Vendor initial approval is dependent on receipt of the required documents including the completed vendor form, audit, certification(s), and Form W-9 (U.S. companies only). Renewal certifications should be forwarded to [SOS\\_Ops@sourceonespares.com](mailto:SOS_Ops@sourceonespares.com) within ten (10) days of revisions. New vendors should ensure that they receive a Company vendor number before completing the first sale.

## 3. NON-CONFORMANCE

Prior to shipment, the vendor shall notify Source One if a non-conformance condition exists with the product in writing within 24 hours. Some non-conformance conditions include, but not limited to the following:

- (a) Part(s) were removed from an aircraft or engine that was subjected to extreme stress, heat or environments such as a major engine failure, accident, fire, or saltwater immersion;
- (b) Part(s) were subjected to extreme stress or heat; i.e., a warehouse fire; and,
- (c) Part(s) were obtained from any government or military source.

## 4. TRACEABILITY

All parts must include full proof of traceability back to the last operator and all used parts must include a non-incident, non-government, non-military use statement along with the original material certification form that meets the requirements of ATA Spec 106 stating the part is in the same **condition** as listed on the Authorized Release Certification. **New** parts must include certification and traceability back to the Original Equipment Manufacturer (OEM) stating that the material is NEW. **Overhauled, repaired, inspected or modified** parts must include along the above, the details of work performed or teardown report, including Service Bulletins (SB) number, modification number or Airworthiness Directives (D), with revision number and date. **Repairable, As Is, and As Removed** parts documents must state that the part is repairable, as-is, where is, or as removed. **Teardown Parts** must include the signed removal tag along with other information as outlined on Source One's Repair Order. Signatures are required on all certifications. Include all original trace paperwork with the shipment. An FAA 8130-3 shall be supplied whenever possible.



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### 5. INSPECTION AND WARRANTY

All material is subject to inspection prior to acceptance. The vendor warrants that the products delivered will conform to specification and is free from all defects, fit and sufficient for the purposes for which they were intended. This warranty shall run to the Buyer, Buyer's customers, and end users of the articles covered by the purchase or repair order. If the Buyer requires a replacement of Goods for non-conformity, Seller shall replace the goods at its expense including all related expenses including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement goods. If the Seller does not replace the goods in a timely manner, the Buyer can terminate the Order for cause.

### 6. SHIPMENT

All goods will be packaged to protect, marked in accordance with industry standards and will comply with applicable laws and carrier requirements. Goods will be packed in accordance with ATA 300. If goods are Hazardous substances, the declaration, documentation, and placarding of dangerous and hazardous goods in accordance with Federal Code of Regulations Title 49, ICAO ANNEX 18, and IATA Dangerous Goods Regulations is the responsibility of the vendor. All parts will be returned to the Seller if received damaged. The Vendor shall use the Buyer's approved method of shipment for the contract, which is stated on the Purchase or Repair Order from the Buyer. Under no circumstances should the Vendor determine the method of shipment for the Buyer, unless approved by the Buyer in writing. If the order is unable to be shipped under the approved method, the Seller shall notify the Buyer. Partial shipments are not permitted without prior written approval from the buyer.

### 7. INTERNATIONAL VENDOR

Source One recognizes that differences regarding laws, politics, economics, and culture exist within each country, so we are committed to conducting business in each country fairly, humanely, and ethically; therefore, we expect the same of our vendors. All Sellers are prohibited from engaging in corrupt practices such as bribery, extortion, espionage, fraud, and theft.

### 8. INVOICING AND PAYMENT

All requests for payment should be sent to [accountspayable@sourceonespares.com](mailto:accountspayable@sourceonespares.com) and include wire, ACH, and/or credit card information. Our preferred method of payment is ACH so unless the seller is an International vendor, payments will be remitted by ACH. All invoices shall be emailed immediately on shipment to [accountspayable@sourceonespares.com](mailto:accountspayable@sourceonespares.com) and include the Repair or Purchase Order number.

### 9. TITLE, ASSIGNMENT, AND RISK

Title passes to the Buyer on the earlier of delivery or payment of the related invoice. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without the prior written consent of the Buyer. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Buyer's designated delivery location.

### 10. PRICE

The price of the Goods is the price stated in the Order. No increase in the price is effective without prior written consent of the Buyer.



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### 11. BUSINESS CONDUCT

Seller and the items shall comply with all applicable statutes and government rules, regulations and orders. Without acting as a limitation, Seller shall comply with applicable country laws relating to anti-corruption or anti-bribery.

### 12. INDEMNIFICATION

Seller shall indemnify Buyer, including its employees, officers, and agents and anyone buying or using any of the items and shall defend and hold each of them harmless against all losses, liabilities, damages, costs, and expenses arising from infringement or alleged infringement of any United States or foreign patent, copyright or other intellectual property right with respect to any of items delivered hereunder or their use.

### 13. SAFETY AND HEALTH

The Supplier of the merchandise provided under the Purchase Order certifies that said merchandise is provided in compliance with all applicable federal, state, and local occupational safety and health requirements.

### 14. EQUAL OPPORTUNITY

Each Party agrees that it shall comply with the provisions of the Equal Opportunity Rules and Regulations of the United States Secretary of Labor and all other applicable federal laws relating to equal opportunity and prohibition of discrimination.

### 15. QUALITY MANAGEMENT SYSTEM REQUIREMENT

Source One Spares is certified under various Quality Management Systems (QMS). Being an approved vendor and/supplier of Source One Spares, you are subject to the flow down requirements of the QMS including but not limited to vendor/supplier personnel being competent, trained in identification of suspected unapproved and counterfeit parts and personnel are aware of their contribution to product conformity, product safety and the importance of ethical behavior.

### 16. GOVERNING LAW

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Texas without the conflict of law rules thereof.

### 17. IMPORTANT LINKS AND/OR DOCUMENTS

#### **New Vendor Form - Admin & Supplier Audit Form**

[https://sourceonespares.formstack.com/forms/new\\_vendor\\_form\\_admin\\_supplier\\_audit\\_form](https://sourceonespares.formstack.com/forms/new_vendor_form_admin_supplier_audit_form)

#### **New Vendor Form - Admin**

[https://sourceonespares.formstack.com/forms/new\\_vendor\\_form\\_copy\\_admin](https://sourceonespares.formstack.com/forms/new_vendor_form_copy_admin)

#### **Supplier Audit Form**

[https://sourceonespares.formstack.com/forms/supplier\\_audit\\_form](https://sourceonespares.formstack.com/forms/supplier_audit_form)

#### **Bank Account Wire Transfer and ACH Instructions**

[https://sourceonespares.formstack.com/forms/wire\\_instructions\\_for\\_vendors](https://sourceonespares.formstack.com/forms/wire_instructions_for_vendors)