

Terms and Conditions of Purchase Orders - Vendors

By shipping against Thruway purchase orders, or any product thereof, Vendor acknowledges and agrees to the following Terms and Conditions unless otherwise stated on the purchase order. Vendor also acknowledges and agrees to any additional Terms and Conditions not listed here, but stated on the purchase order.

Product specific requirements - Aerospace and Defense:

1. THRUWAY does not source Aerospace and Defense products from China, India, or Africa. It is therefore understood and agreed that Vendor, nor their supply chain, will use these regions for product.
2. Products must meet AS-9120 inspection criteria
3. Provide airworthiness certificate

All product requirements:

1. Be compliant to AS9100, ISO 9001, or AC7004 Quality System unless waiver on file.
2. Use calibration labs certified to the latest edition of ISO 17025, ANSI/NCSL Z540.1 or ISO 10012.
3. Notify THRUWAY of any nonconforming product and obtain THRUWAY approval for disposition.
4. Notify THRUWAY of changes in product and/or process definition, change of suppliers, change of manufacturing facility location and, where required, obtain THRUWAY approval,
5. Flow down to the supply chain the applicable requirements including customer requirements,
6. Maintain adequate records of all inspections and tests. Records shall be kept for a period of ten (10) years after final payment for supplies or services,
7. Provide right of access to THRUWAY, their customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records,
8. No product substitutions or changes will be accepted without prior written approval from THRUWAY
9. THRUWAY reserves the right to cancel this order if the product does not conform to the quantities, delivery method, or delivery date indicated on the purchase order
10. Provide certificate of conformity and/or test reports
11. Provide Material Safety Data Sheets (MSDS) and/or certificates of compliances for restricted, toxic or hazardous substances,
12. Provide products that are conflict mineral free
13. Provide products that are RoHS and/or RoHS2 compliant unless specifically requested to be non-RoHS and/or RoHS2 compliant.
14. Material vendors must furnish material certifications with original mill certifications in English to the purchase order requirements, and shall not supply material for which they are not certified or approved.
15. Include Country of Origin and lot numbers for each item on the packing slip
16. Include THRUWAY purchase order number on all boxes, packing slips, and invoices.
17. Products must be contained in the original manufacturers' packaging. All product must be new, unused, and in good condition. Refurbished product, damaged product, and/or shipping damage will be rejected.

18. Convey any delay in shipment to THRUWAY purchasing as soon as the delay is known. Any changes to the contract requirements by the vendor must be approved by THRUWAY in writing.
19. Unless otherwise noted standard payment terms are NET 60 DAYS
20. Unless otherwise noted standard delivery terms are 5 DAYS EARLY AND 0 DAYS LATE.
21. Supplier agrees that it has a component inspection system in place that will be used in filling this Purchase Order to prevent the shipment of counterfeit / suspect product to THRUWAY.
22. Comply with THRUWAY's Counterfeit / Suspect / Fraudulent Product Mitigation Policy.

Suspect / Fraudulent / Counterfeit Product Mitigation Policy:

THRUWAY has established a purchasing policy following AS-9120. All personnel and Vendors must adhere to this policy to prevent the purchase of suspect, fraudulent, or counterfeit product.

THRUWAY reserves the right to seize and quarantine any / all suspect, fraudulent, or counterfeit product received. All such product may be forwarded to the intellectual property holder (Original Component Manufacturer) and / or the appropriate Federal or State authorities for final analysis, possible confiscation and / or destruction. THRUWAY may also file a GIDEP alert or file a complaint against the supplier and/or product. If products furnished by the Vendor are determined to be fraudulent or counterfeit, Vendor agrees to reimburse THRUWAY the full purchase price paid as well as any shipping or 3rd party product testing charges incurred.

THRUWAY defines Suspect / Fraudulent / Counterfeit product as:

1. Suspect: A product in which there is an indication that it may have been misrepresented by the supplier or manufacturer and may meet the definition of fraudulent product or counterfeit product.
2. Fraudulent: Any suspect product misrepresented to the Customer as meeting the Customer's requirements.
3. Counterfeit: A fraudulent product that has been confirmed to be a copy, imitation, or substitute that has been represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive, or defraud.