

**Terms and Conditions, (11-30-2023)**  
**Lightning Aerospace, LLC (Lightning)**

**The following requirements apply based on the Purchase Order received from Lightning.**

**PACKING AND SHIPPING.** Supplier must prepare/package product for Lightning to prevent shipping damage and deterioration.

**SHIPMENT/DELIVERY.** Shipments or deliveries, as specified in a Lightning Purchase Order, shall be in accordance with the specified quantities and the specified schedules. Suppliers are encouraged to notify Lightning of any anticipated or actual delay.

**Lightning FURNISHED MATERIALS.** All materials furnished by Lightning are to be returned with the product upon completion of the order unless other arrangements have been made.

**NON-CONFORMING MATERIAL.** For material supplied by Lightning, supplier must notify Lightning of any nonconforming product and make arrangements for approval if submitting any nonconforming product.

**SUBCONTRACTING/APPROVED SUPPLIERS.** Any Lightning supplier may subcontract work to another supplier provided that Lightning is provided with the same rights and protection as stated in the Purchase Order and the Lightning Terms and Conditions. Suppliers may only use approved suppliers of Lightning and/or its customers.

**RIGHT OF ENTRY.** Supplier shall allow Lightning representatives, Lightning customers, statutory and regulatory agencies right of entry into the applicable areas of Supplier's facilities and the entire supply chain to verify all processes and records.

**QUALITY.** Supplier shall provide and maintain an inspection system which will assure that all delivered products conform to Purchase Order requirements, whether manufactured or processed by the supplier or a sub-tier supplier. Supplier shall maintain controls and perform all inspections and tests required to substantiate product conformance to Purchase Order requirements. If not specified in the Purchase Order, contact Lightning for required revision of drawings, specifications and other requirements. Supplier is required to notify Lightning of changes in product and/or process definition to obtain Lightning's approval prior to such changes.

**Boeing parts:** All SPECIAL PROCESSORS must adhere to a quality management system that is compliant to aerospace requirements (e.g. AS9100) or accredited to Nadcap as required by the end customer. If accreditation is revoked Processor must notify Lightning immediately. If processing is completed prior to notification or there is a failure to notify, the Processor could be liable for any and all costs associated with order including but not limited to labor and material cost incurred on the order and any costs and expedite fee associated with recovery of the order. (Note: all processing for Boeing end user must adhere to the requirements of Approved Process Sources D1-4426.) For reference current Boeing Specifications and Revisions Index: BAC, BMS, BSS, Finish Documents.

**Boeing parts:** COUNTERFEIT PARTS PROGRAM. Supplier shall have AS6174 conforming procedures in place to prevent use of counterfeit parts. If suspected counterfeit material is received, such items will be placed in quarantine until positive identification is made. If material is found to be counterfeit supplier shall promptly replace such items at suppliers' expense Any knowing and willful act to falsify, conceal or alter a material fact, or any false, fraudulent, or fictitious statement or representation in connection with the performance of work under this purchase order may be punishable in accordance with applicable legal statutes.

**Boeing parts:** FOD Supplier shall have an AS9146 conforming procedure in place and must be made accessible to Lightning. Supplier shall control and prevent foreign object damage or contamination during manufacture, assembly, inspection and/or shipment.

**FOREIGN OBJECT DAMAGE.** Supplier shall control/prevent foreign object damage or contamination during manufacture, assembly, inspection and/or shipment. The FOD program requirements must be made accessible to Lightning upon request.

**COUNTERFEIT PARTS PROGRAM.** Supplier is requested to protect Lightning from counterfeit parts being shipped.

**INSPECTION AND TEST EQUIPMENT.** Supplier shall maintain inspection and test equipment to assure calibration traceable to a known national or international standard. Calibration records must be maintained and made accessible to Lightning, if required.

**RECORDS.** The Supplier shall maintain records of work performed for Lightning. Records shall include the COC provided to Lightning as well as records that support the certificate. Records must be available to Lightning upon request. Records must be maintained for a minimum of fifteen (15) years. Disposition required is; a) hard copy records – shred, b) electronic/digital files – delete.

**CERTIFICATIONS.** Supplier must ensure that individual parameters within a given specification have been met. Certifications must reflect that all applicable manufacturing and process specifications called for on the engineering drawing have been met.

**FIRST ARTICLE INSPECTION.** If required by Lightning on the Purchase Order, first article inspections are to be recorded on form AS9102, current revision or on a form compliant with AS9102.

**CALIBRATION SERVICES ONLY.** Calibration of inspection equipment shall be performed traceable to National Institute of Standards and Technology (NIST) or other national or international standards. Certificates of Calibration shall be provided.

**CHANGES.** Any change to the requirements as stated on the Purchase Order must be approved by Lightning prior to taking action on those proposed changes.

**PERSONNEL COMPETENCY.** Lightning may specify specific qualification for personnel performing personnel performing work related to the details of the Purchase Order provided. The supplier should be ready to provide evidence to Lightning if requested.

**PERSONNEL COMMUNICATION.** Supplier is required to communicate with their personnel regarding the following:

- Their contribution to product or service conformity to requirements
- Their contribution to product safety
- The importance of ethical behavior

Questions should be directed to Craig Bakel, President, Lightning Aerospace, LLC (316) 295-4670