

Purchase Order Terms, Conditions, and Quality Requirements for Drop Shipments

1. No conditions laid down by Vendor in accepting or acknowledging this order shall be binding upon VT Volant in conflict with any instructions, agreement and/or condition herein stated, unless expressly accepted by VT Volant in writing.
2. The Vendor shall not disclose any information concerning the order to any third party, except as herein specified, without first obtaining the written consent of VT Volant.
3. No substitutes or changes in product and/or process definition allowed without prior written approval from VT Volant. Vendor must notify VT Volant of non-conforming material for approval prior to shipment.
4. Packaging and Documentation - Packaging must meet best industry standards. Vendor shall assure all articles are packaged in a manner to prevent deterioration, corrosion, damage, or intrusion of foreign objects. Supplier must retain photographic evidence of the condition of materials and packaging.
5. Any Dangerous Goods (DG) handling charges must be communicated to and approved by VT Volant prior to shipment
6. VT Volant will not accept material that does not comply with the drawing and specifications for form, fit, function, interchangeability or appearance (when applicable), unless authorized by VT Volant in writing.
7. A copy of all certificates, delivery documents and tracking information must be forwarded to VT Volant upon shipment of parts to final destination. Vendor shall provide shipment information including tracking number. Drop shipments shall be DDP VT Volant's place of business.
8. Surveillance and Right of Entry - Vendor guarantees the right of access to VT Volant to Vendor's facilities, quality-related records, and data.
9. Cancellation - If the Vendor refuses or fails to make deliveries of the articles within the time specified in the P.O. or any extension thereof, VT Volant may terminate the right of Vendor to deliver the articles, except when delay of Vendor is due to unforeseeable causes beyond the control and without the fault or negligence of Vendor, including but not restricted to, acts of God, acts of Government, fires, floods, strikes, freight embargos, but not including delays caused by subcontractors or Vendors; provided that Vendor shall, within ten (10) days from the beginning of such delay, notify VT Volant in writing of the cause of delay; and provided further that if delay due to such unforeseeable causes exceeds a total period of sixty (60) days, VT Volant may terminate the right of Vendor to deliver the articles. In the event of any suspension of payment, or the institution of proceedings by or against either party, voluntary or involuntary, in bankruptcy, or insolvency, or under provisions of the United States Bankruptcy Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of either party, the other shall be entitled to cancel this contract forthwith by written notice.
10. Warranties - Supplier shall provide warranty of six (6) months for materials sold in Serviceable condition and twelve (12) months for Overhauled or New condition. The Vendor warrants the articles to be supplied under this contract are fit and sufficient for the purpose intended; are merchantable, of good quality and free from defects, whether patent or latent, in material and workmanship; and that material or equipment for aircraft construction conforms to required specifications. The Vendor warrants that it has good title to the articles supplied and that they are free and clear from all liens and encumbrances. These warranties, together with their service warranties and guarantees shall run to VT Volant, its successor, assignees and/or to persons to whom the materials or articles may be resold.

11. Vendor agrees to not, directly or indirectly, during the period that Vendor provides services or goods for VT Volant, and for a period of one year thereafter, solicit, employ or hire or induce to hire any person who is or has been an employee of VT Volant who is working with or has worked with Vendor regarding the subject matter of this agreement unless otherwise consented to in writing.
12. Indemnity - Vendor agrees to indemnify and hold VT Volant harmless against all actions, losses, claims, damages or liabilities, to which VT Volant may become subject arising out of Vendor's provision of its goods or services to or their use or resale by VT Volant. Vendor will reimburse VT Volant for any legal and/or other expenses reasonably incurred by VT Volant in investigating and defending against any actions, losses, claims, damages, or liabilities arising from the use or resale of Vendor's products or services, provided however, that Vendor shall not be liable under the foregoing indemnity agreement for any actions, losses, claims, damages, or liability that a court of competent jurisdiction determines resulted from the willful misfeasance or gross negligence of VT Volant. The indemnification provided to VT Volant hereunder shall be applicable whether or not negligence is alleged or proven.
13. Without in any way limiting the foregoing, Vendor shall maintain public liability and property damage insurance covering Vendor's obligations hereunder, shall name VT Volant as an additional insured, and waive any right of subrogation under those insurance policies and, upon request, shall provide VT Volant a copy of such insurance policy evidencing its existence. If Vendor's policies are Claims Made, Vendor shall obtain two years extended reporting period (tail) coverage. This provision shall survive the completion and full performance of the purchase order by vendor. Exclusive venue and jurisdiction for any dispute hereunder shall be in State of Washington, USA. Laws of State of Washington, USA, shall apply.