
GPA Aero Purchase Order Terms and Conditions

*****Note: GPA Aero Delivery*****
Policy is 3 days early, ZERO
Days to due date***

* Confidentially notice: * The information contained in this electronic communication, including any attachments, is confidential and information intended only for the use by the addressee named above and may be privileged or otherwise protected from disclosure.

If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication or any of its contents is strictly prohibited. If you have received, this communication in error, please notify us immediately of the error by return e-mail and please permanently destroy the original message and any copy of it from your system. Nothing herein is intended to constitute an electronic signature or consent. Thank you.

GENERAL:

- I. During performance of this order, your quality control systems and manufacturing process are subject to review, verification, analysis, and approval by GPA Aero and regulatory authorities.
- II. GPA Aero, GPA Aero customers' and regulatory authorities shall be afforded the right to verify or validate at the supplier's premises any information relating to the manufacture, procurement, testing, and/or inspection of product required for the performance of this order.
- III. Supplier is responsible for complying with all of the requirements of this purchase order including providing complete and proper documentation with each shipment of product.
- IV. The information disclosed herein is proprietary with GPA Aero and shall not be duplicated, used, or disclosed to reproduce articles or subject matter covered therein without written permission. By acceptance of this P.O., the supplier agrees to affix this statement to any duplication thereof in completely or in part.
- V. Any expedited delivery costs (e.g. airfreight) caused by non-adherence to the purchase order schedule and negotiated lead times shall be the responsibility of the supplier.
- VI. In the event of seller fails to deliver an acceptable piece within the delivery date stipulated on the PO, GPA Aero reserve its rights and without prejudice to its other rights and remedies, terminate this PO in whole or in part without incurring any liability whatsoever to the seller.

ZERO TOLERANCE POLICY AND PROCEDURE IN CASE OF SUSPECTED CHILD OR FORCED LABOR

GPAAERO S.A.P.I. de C.V. maintains a zero tolerance policy towards child labor and forced labor and does not approve, tolerate, or participate in such practices at any stage of its supply chain.

If any GPAAERO S.A.P.I. de C.V. employee, auditor, visitor, or purchasing staff member detects or has reasonable grounds to suspect that a supplier is engaged in such practices, GPAAERO S.A.P.I. de C.V. reserves the right to:

- I.** Conduct a preliminary evaluation to confirm the reasonableness of the suspicion.
- II.** Request a formal written statement from the supplier regarding the matter.
- III.** Carry out, when warranted, an extraordinary audit (remote or on-site) and/or include the matter as a finding in the next scheduled audit.

Based on the results, GPAAERO S.A.P.I. de C.V. may:

- a) Issue a formal Nonconformity.
- b) Require verifiable corrective actions with supporting evidence.
- c) Temporarily suspend the business relationship in case of lack of response or sufficient evidence.
- d) Terminate the contract or remove the supplier from the Approved Supplier List if the violation is confirmed and no satisfactory remediation is achieved.

Compliance Clause and Notification to Authorities:

The supplier is obligated to comply at all times with applicable labor laws, including national and international provisions prohibiting child labor and forced labor. This obligation extends to its subcontractors, affiliates, business partners, and any third parties involved in the production, handling, or delivery of goods or services to GPAAERO S.A.P.I. de C.V., and the supplier is responsible for ensuring compliance with these provisions throughout its entire supply chain.

If a violation of these provisions is confirmed, GPAAERO S.A.P.I. de C.V. may, without prior notice and without incurring any legal, contractual, or other liability, notify the competent authorities and cooperate in any official investigation. The supplier acknowledges that such actions are part of GPAAERO S.A.P.I. de C.V.'s corporate due diligence and do not constitute a breach of contract or abuse of rights by GPAAERO S.A.P.I. de C.V..

Furthermore, GPAAERO S.A.P.I. de C.V. may:

- a) Immediately terminate the contract or business relationship without such termination giving rise to any indemnification, payment, or compensation in favor of the supplier.

- b) Withhold or cancel pending payments related to affected purchase orders until the situation is resolved and satisfactory remediation evidence is provided.
- c) Require full cooperation in the investigation process, including access to facilities, information, records, and relevant personnel; unjustified refusal shall be considered a material breach and sanctioned under this clause.
- d) Enforce this provision regardless of the supplier's geographical location, always applying the highest legal and ethical standards in labor rights matters.

Acceptance of Terms:

By accepting a Purchase Order issued by GPAAERO, the supplier acknowledges and agrees that, in the event of reasonable suspicion, GPAAERO may carry out the investigations, audits, and notifications to the relevant authorities, as well as apply the measures described herein, without this generating any legal, contractual, or other type of liability towards GPAAERO S.A.P.I. de C.V., provided that such actions are carried out in accordance with this procedure.

SUPPLIER TERMS OF SALE:

- I. Terms stated by Supplier shall not be binding unless accepted in writing by Buyer or his authorized personnel.

PRICE AND PAYMENT:

- I. The price (s) referred to in this order is fixed and will not be subject to any increase. The payment shall constitute neither an acknowledgment of performance nor waiver of warranty.

SUBCONTRACTING BY SUPPLIER:

- I. The order cannot sub-contracted by the Supplier without the prior written consent of GPA Aero.

PRODUCT WARRANTY

- I. GPAAERO warrants that all products supplied are free from manufacturing and material defects under normal conditions of use, in accordance with contractual requirements, applicable specifications, and the provisions of the quality management system certified under the AS9100 standard.
- II. Parts processed by GPAAERO shall be considered accepted if the customer does not report any damage or discrepancy within 6 months after receipt of the product.
- III. This warranty will be void in cases of damage resulting from incorrect installation, improper use, unauthorized modifications, negligence, or exposure to conditions not specified in the product's technical documentation.
- IV. Any claim must be submitted in writing within the warranty period, including sufficient technical evidence. Once validated, GPAAERO reserves the right to repair, replace, or issue a credit note, as applicable.

RETURNS

- I.** Product returns must be previously authorized in writing by GPAAERO. Unauthorized, incomplete, or undocumented returns will not be accepted.
- II.** Any return request must be submitted within a maximum of 10 calendar days after receipt of the product and must include the following information: purchase order number, part number, lot or serial number (if applicable), description of the nonconformance, and technical or photographic evidence.
- III.** If it is validated that the product presents a nonconformance attributable to manufacturing or material defects, GPAAERO will arrange the corresponding replacement, repair, or credit note. Products must be returned in their original packaging with full traceability.
- IV.** For returns not related to quality issues, each case will be evaluated individually and may be subject to inspection, handling, or restocking fees, subject to prior agreement between both parties.
- V.** GPAAERO reserves the right to reject any return that does not comply with these conditions.
- VI.** Any product that has been handled, modified, or altered by the customer will not be eligible for return, regardless of the reason for the request.
- VII.** stated in the customer's purchase order, GPAAERO will not be responsible for any resulting damage to the product.
- VIII.** If the parts present cosmetic issues such as damage, scratches, stains, burrs, FOD (Foreign Object Damage), or any other surface defect, the lot will be rejected and the customer will be notified through a Material Discrepancy Report.

LIMITATION OF LIABILITY

- I.** GPAAERO warrants that the delivered products meet the established technical specifications and contractual requirements. However, its liability shall be strictly limited to the value of the supplied product and to the previously authorized repair, replacement, or commercial credit actions.
- II.** Under no circumstances shall GPAAERO be liable for indirect, consequential, or incidental damages, loss of production, loss of profit, contractual penalties imposed by third parties, or any other damages exceeding the value of the goods or services directly involved.
- III.** The customer is responsible for verifying the correct application, installation, and use of the product in accordance with the delivered technical documentation and stipulated conditions.
- IV.** This limitation of liability applies even if GPAAERO has been advised of the possibility of such damages.

TECHNICAL SUPPORT

- I. GPAAERO provides customers with technical support exclusively related to the quotation, technical specifications, engineering, and quality processes applied to the offered parts or components.
- II. This support is limited to technical information generated internally by GPAAERO, such as technical datasheets, approved drawings, manufacturing conditions, inspection criteria, and compliance with applicable regulations.
- III. Support will be provided remotely and free of charge, upon formal request from the customer, and only for products quoted, in process, or already supplied. On-site support, installation assistance, final integration, or applications outside the defined technical-commercial scope are not included.
- IV. GPAAERO shall not assume responsibility for the use, final application, or interpretation of the product outside the technical context provided in the official documentation.

SPECIFICATION:

- I. The supplier must ensure that the goods and materials are supplied according to the Buyer's specification and description. The supplier must not change any material or specification without first obtaining written concession or permission of the Buyer.

JOB / TECHNICAL REQUIREMENT:

- I. The piece or test is to be performed in accordance to the latest revision of purchase item drawing number and process specification.
- II. The due date indicated on this PO is the required ship out date.
- III. Separate delivery schedule will give to Vendor, if there is any change of delivery schedule and Vendor must comply with the schedule and quantity given.
- IV. Vendor is to notify GPA Aero in Advance, to be approved to ship out the parts before notifying Freight Forwarder to collect for shipment despite the schedule given to Vendor.
- V. If a competence, including any required qualification of persons is needed, it will be communicated by GPA Aero throughout this PO.

OWNERSHIP OF DRAWINGS AND TOOLING:

- I. If this order relates to any article in which the Buyer supplies the engineering design, die, mold, jig, tool, etc. the supplier undertakes to use such engineering design drawings, dies, molds, jigs, tools, etc. must be returned to the Buyer on completion of this Order.

SHIPPING REQUIREMENTS:

- I.** Supplier shall preserve and pack the goods in such a manner as to ensure that the goods arrive at their destination intact and undamaged. The packing shall comply strictly with any special requirements specified by the Buyer for transport of Goods of a similar nature and construction.
- II.** Supplier shall deliver the goods as specified in the order.
- III.** All containers over 50 lbs. gross weight shall be placed on a pallet to enable mechanical handling.
- IV.** Paper, cardboard, or other suitable means shall be used to prevent Metal-to-Metal contact between all machined/finished surfaces of product.
- V.** Packaging shall be clearly identified with the following information: supplier name, P.O. number, part number, product description, quantity, and GPA Aero-assigned lot number (or serial number).
- VI.** Packaging cases shall be returnable to GPA Aero to avoid damage.
- VII.** All packages are to be marked.

STANDARD REMARKS:

- I.** Upon receipt of the original purchase order, supplier must, without fail send back the acknowledgment copy of the purchase order to the buyer.
- II.** Upon receipt of the original shipping documents, Bill of Lading (B/L) or Airway Bill (AWB) from the forwarders, supplier must without fail, send a copy of these documents (B/L AWB) to the buyer.
- III.** Certificate of compliance and applicable material test report must accompany shipment of goods (The Certificate of Conformance must reflect the serial / heat number of material).
- IV.** Reports on mechanical properties and chemical analysis must accompany shipment of goods.
- V.** Unless otherwise specified, all items / Materials have to be supplied to the latest revision.
- VI.** No second level subcontracting is permitted without written authorization from GPA Aero.
- VII.** Supplier shall notify and obtain approval from GPA Aero prior to implementation of any changes in their processes that would affect product quality. Changes that may affect quality include, but not limited to, use of new vendors, new part numbers or materials, relocation of facilities, usage of new equipment and changes in personnel in Manufacturing / QA certified areas.
- VIII.** Supplier must notify GPA Aero of any non-conforming material or part. GPA Aero shall determine all disposition of non-conforming material.

- IX.** GPA Aero and its customers and regulatory authorities shall be afforded the right of entry to verify the quality of work, records and materials at any place, including subcontractor's / supplier's premises, that they conform to specified requirements. This does not absolve the subcontractor / supplier from the responsibility neither to provide acceptable products, nor shall it precludes subsequent rejection by GPA Aero.
- X.** Supplier shall comply with all applicable export, import and customs laws, regulations, orders or directives from any relevant authority, including the US and Canadian authorities, governing or controlling the transfer, export, import, retransfer or re-export of any Product or associated technical data.
- XI.** Supplier certify that none of the products it supply to GPA Aero is controlled by ITAR (United States International Traffic in Arms Regulations) or are classified at a level other than EAR99 (United States Export Administration Regulations)

DOCUMENTATION REQUIREMENTS:

- I.** Packing slip, which includes supplier's information, the part number and quantity being shipped, the packing slip number, and the P.O. number (including line and release numbers).
- II.** Certificate of conformance, which includes supplier's information, part number and quantity being shipped, GPA Aero-assigned lot number(s), the packing slip number, reference to documentation authorizing shipment of nonconforming product (if applicable), and the P.O. Number.
- III.** Invoice should reference GPA Aero purchase order.
- IV.** A dimensional report stating all the manufactured and/or affected characteristics must be provided, including critical items or key characteristics.
- V.** For chemical product, Material Safety Data Sheet (MSDS) shall be provided.

NONCONFORMING PRODUCT:

- I.** It is supplier's responsibility to notify immediately any Quality Escape.
- II.** If Customer Engineering has agreed in writing (prior to shipment) to accept nonconforming product in its current condition, the supplier shall supply a separate certificate of conformance for the nonconforming product, referencing the P.O. number, part number, GPA Aero-assigned lot number or serial number, quantity, etc.
- III.** The document shall also state that the product does not fully conform to the purchase order requirements and shall identify and take exception to the specific nonconformance's identified. Supplier shall also include documentation from Customer authorizing its shipment.
- IV.** When shipping to Customer, nonconforming product shall be physically identified using a temporary

method of identification (preferably a red tag). Nonconforming product, when shipped with conforming product, shall be segregated in separate bags, boxes, or other appropriate packaging. The packing slip shall identify the nonconforming product (quantity and identification/traceability) separately from the conforming product.

QUALITY SYSTEM:

- I.** Supplier must be certified to ISO9001 or AS/EN9100
- II.** Quality System must be compliant to GPA Aero requirements / GPA Aero' Customer specification (Latest revision) and processes specifications stated in this PO.
- III.** Raw material distributors must be compliant to AS/EN 9120B, AS/EN9100 or ISO 9001: 2015
- IV.** Calibration suppliers must be compliant to ANSI/NCSL Z540.1, ISO 10012, and ISO/IEC 17025
- V.** Supplier is responsible for flowing down and for ensuring adherence to the requirements of this purchase order by all sub-tiers.
 - a) All sub-tiers documentation must note Customer as the end user.
 - b) Sub-tiers Quality System must be compliant to Customer Quality system
 - c) Sub-tiers must use customer-designated or approved external providers including process sources (eg. Special processes).
 - d) Sub-tiers must grant the right of access to the information to the Customer, Organization and Regulatory Authorities as specified in this document. Section Miscellaneous.
 - e) Sub-tiers must immediately notify any Quality Escape.
 - f) Sub-tiers must also retain all records as specified herein (test, inspection and process verification). The delivery of records to GPA Aero does not release the supplier from meeting end customer's record retention policy, except as agreed to in writing by GPA Aero. In case of supplier, ceasing operations (i.e., goes out of business) shall contact GPA Aero buyer to make arrangements for the transfer of all quality records to GPA Aero for storage. In case of supplier discontinues acceptance of specific end customer purchase orders, but whose business remains intact, shall be responsible for the archival of all quality-related records for time periods specified by the end customer.
 - g) Supplier will retain all records for 10 years, and will make these records available upon request within 24 hours.
 - h) As required to verify products and processes, supplier shall use and maintain calibrated inspection and test equipment in accordance with ANSI/NCSL Z540.1, ISO 10012, and ISO/IEC 17025, as applicable.

COUNTERFEIT PARTS PREVENTION

As with any industry, the potential for counterfeit parts exists within the Aerospace Industry. Therefore, suppliers must make every effort to assure safe, reliable product and mitigate the risk of counterfeit parts entering the system.

A counterfeit part is any item misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes parts that have reached a design life limit or has been damaged beyond possible repairs, but is altered and misrepresented as acceptable.

All Suppliers must establish a Counterfeit Parts Prevention and Control Plan to assure that parts meet or exceed GPA Aero customer requirements. This shall ensure counterfeit parts are not delivered to GPA Aero.

Supplier shall immediately notify GPA Aero with the pertinent facts regarding any confirmed or suspected counterfeit parts.

In any case, the Counterfeit Parts Prevention Program must include but not limited to:

- I. A robust receiving inspection process.
- II. Documentation traceability requirements (certifications, packing slips, etc.)
- III. Counterfeit Part recognition keys:
 - a) Absence of manufacturer's logos or labels
 - b) Alterations or changes to documents
 - c) Inconsistent finishes, painting, etc.
 - d) Poor quality part ink or laser marking
- IV. Bar codes that do not match the printed part number if counterfeit parts are furnished under a purchase agreement, such items shall be impounded. The Supplier or when applicable their Sub-Tier Supplier shall promptly replace such items with items acceptable to GPA Aero and the Supplier or when applicable their Sub-Tier Supplier may be liable for all costs relating to impoundment, removal and replacement.

MISCELLANEOUS:

- I. Notices. Any notice to Buyer will be directed to Buyers authorized representative. Any notice required pursuant to this Purchase Order will be in writing and will be deemed received as of the date of actual receipt of written notice.
- II. Publicity. Without the prior written consent of the other party, neither party will use the name, logo, or trademark of the other party nor refer to this Purchase Order in any publicity or advertising, or disclose to ~~any third party any of the terms of this Purchase Order; provided that, GPA Aero may provide information~~

relating to product performance specifications and warranties to its customers.

- III. Right of access by the organization, 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.
- IV. GPA Aero in a regular basis monitor external provider's performance based on delivery and quality of the product/service provided.
- V. Governed by 15 CFR Part 30 of the Foreign Trade Regulations, the seller (also known as United States Principal Party in interest, "USPPI") or the USPPI authorized agent is mandatory required for filing the Electronic Export Information "EEI" through the Automated Export System "AES".
- VI. Bill to the following address based on OC received:

GPAAERO
GPA180926B95

Address:

Sicomoro #2905, Col. Zona Industrial
Nombre De Dios, Chihuahua, Chih.

CP 31105

(614) 693 6297 / 614 417 10 89

- VII. Supplier to e-mail all original invoices to GPA Aero, following address: fernanda.villa@gpaaero.com; denisse.gonzalez@gpaaero.com; contabilidad@gpaaero.com

- VIII. **Ship to:** Ola Logistics, LLC /
GPAAERO 11350 James Watt, El
Paso, Tx. 79936 (915) 633 1966
Schedule: M – F 8:00 to 16:00 hrs Attn:
Ing. Fernanda Villa / Cesar Martinez.
Ship to: Ola Logistics, LLC /
GPAAERO 12220 Paseo Del Este Blvd.
Suite 200. El
Paso Texas, 79928
Ship to: GPAAERO
Sicomoro #2905, Zona industrial
Nombre de Dios, CP 31105,

Chihuahua, Chih.

México

Schedule: M – F 8:00 to 16:00 hrs Attn:

Ing. Fernanda Villa / Cesar Martinez.

IX. Note: This purchase order is subject to the customer's contractual requirements, technical specifications and GPAAERO's quality management system in accordance with AS9100. The supplier is responsible for ensuring its own compliance and that of its subcontractors. Any questions should be channeled to the GPAAERO Quality area.

Downstream requirements apply: ensure that subcontractors meet the same criteria.

Note: The Supplier must provide the applicable documentation (referenced in the contract or order), and if applicable, communicate their observations to GPAAERO.

X. CUSTOMER REQUIREMENT

- **HONEYWELL**

[Honeywell](#)

- **SAFRAN**

This purchase order is subject to the conditions of the contract executed by the Purchaser and the Supplier.

Should there

be no contract concluded between the Purchaser and the Supplier, the Supplemental Purchase Order Conditions Manual

WP-2000, SST-PUR-005 & GRP-0087 apply at the latest revisions as well as the following:

- Orders must be formally accepted within 7 calendar days, starting from the date on which the Order was issued.
- Supplier shall provide an FAI for this Purchase Order if and as required by AS9102.

Unless otherwise specified; one of the following General Purchasing Conditions (GPC) applies. The applicable GPC is

determined by the type of product being acquired:

For all facilities located in the United States:

- The Aeronautical GPC: <https://www.safran-group.com/download/media/2067>
- The General GPC: <https://www.safran-group.com/download/media/2106> Mexican facilities:

-
- Aeronautical GPC: <https://www.safran-group.com/download/media/2082>
 - General GPC: <https://www.safran-group.com/download/media/2085>

To ensure prompt settlement, please forward invoice to ssna.scanningcenter@safrangroup.com Please contact your buyer as required.

- **EZ AIR**

Control of Non-Conforming Product.

EZAir is entitled to issue a Non Conformity Report (NCR) and a recommendation of disposal for any Non-

Conforming Product, which shall be timely notified to the Vendor. In case Vendor

does not respond the referred NCR within three working days, EZAir's recommendation will be considered accepted.

EZAir reserves the right to return to Vendor any Non-conforming Product, and must receive a free of charge replacement or a Credit Note equal to the amount of the Non-conforming Product.

Vendor shall be responsible for all transportation expenses, including freight, customs charges, taxes, duties and fees, and to provide a courier account needed for the return of a

Non-conforming Product.

This Order is EZAir's offer to Supplier and acceptance is strictly limited to EZAir's Purchase Order Terms and Conditions, Quality Clauses and Quality Inspection Standard.

The referred documents shall be made available at Vendor's request. Vendor's performance shall constitute its acceptance. Vendor's terms and conditions shall not apply. The ignorance of

the content of these documents does not release Vendor of the obligation to comply with them.

Ez Air

- **MAKINOVO**

Information for External Suppliers: Conditions and terms at www.makinovo.com

- **CHANDLER**

By acknowledging this Purchase Order, supplier agrees to terms and conditions as outlined by the Chandler Industries Supplier Quality Manual.

Chandler Industries Supplier Quality Requirements determine the necessary certifications, inspections

and specifications required by Chandler and our customers. Chandler Industries Supplier Quality Requirement codes will be designated on the purchase order by line item.

The Chandler Industries Supplier Quality Manual and Chandler Industries Supplier Quality Requirements can be located

at www.chandlerindustries.com/supplier-quality-information.

- **EZI METALES**

[EZIMETALEZ](#)

- **SPX**

[SPX](#)

- **AMETEK**

<http://www.ametekaerospaceanddefense.com/supplierdocumentation/suppliers>

- **DELASTEK**

<https://delastek.com/termes-et-conditions/>

Revision Date: AGO 2025