




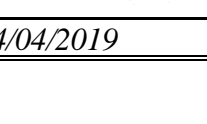




	<i>Specific Conditions OF Purchase Of Goods and/or Services Dedicated To Aviation, Space and Defense Applications (EN 9100)</i>	<i>ITO-CM/07 Sheet 1 of 7</i>
		<i>Revision: 7 Date: 24/04/2019</i>

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<i>Fecha:24/04/2019</i>	<i>Fecha: 24/04/2019</i>	<i>Fecha: 24/04/2019</i>

***SPECIFIC CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES
DEDICATED TO AVIATION, SPACE AND DEFENSE APPLICATIONS (EN9100)***

<i>EDICIÓN</i>	<i>FECHA</i>	<i>MODIFICACIONES</i>
<i>1</i>	<i>19/05/2008</i>	<i>Creation of document.</i>
<i>2</i>	<i>28/02/2011</i>	<i>Include part.10, Documents requested for First Article Inspection (F.A.I.)</i>
<i>3</i>	<i>16/03/2011</i>	<i>Include part 11. DELEGATION OF ACTIVITIES FOR QUALITY INSPECTION SUPPLIER.</i>
<i>4</i>	<i>16/06/2011</i>	<i>Adaptation to EN 9100:2009 "Requirements for organizations in aviation,space and defense."</i>
<i>5</i>	<i>24/01/2018</i>	<i>Adaptación a normas EN-9100:2016, UNE-EN-ISO 9001:2015 y UNE-EN-ISO-14001:2015.</i>
<i>6</i>	<i>27/06/2018</i>	<i>Review including requirements for EN9100:2016, parts 13, 14 and 15.</i>
<i>7</i>	<i>24/04/2019</i>	<i>Add TAES requirements reference to document 83090229 Rev 005</i>

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The Purchase's conditions shown below will be mandatory for all the good and/or services that the final application will be the aeronautic field. These conditions extend the Insyte's General Purchasing Conditions that, in any case, will not be invalidated for these specific conditions, except there will be a formal agreement with The Insyte's Purchasing Department. The Supplier should send the quality certifications, EN 9100 or, in the case they were not certified EN9100, it should be sent the ISO9001 certificate.

1. SHIPPING TERMS.


All the goods will be shipped to the Insyte's general warehouse, unless it is shown other delivery address in the order. The package should contain a packing list where it will be shown all the necessary information for identifying the goods, the order's number, the part number (commercial one, if it exist, and the Insyte's internal part number) delivered quantity and the name of the carrier. The certificates and the test's reports done by The Supplier in accordance with the paragraph 5 " Inspection and Acceptance", shown below, should be also included in the package. The goods supply in different quantities that the one asked by the Buyer in the order could be rejected and returned at Supplier's expenses.

2. SPECIFICATIONS.

*All Items ordered to specifications shall comply with such specification current as of the date of the order, as amended from time to time, **including the drawings, process requirements, , technical instructions and test results or specimens**, unless otherwise specified by the Buyer.*

3. CHANGES.

Insyte's Purchasing Department could, at any time, and always by written notice, make changes in the specifications, designs or drawings, sample or other description to the goods are to conform, also in shipment methods and packing, or place of delivery. If such changes causes an increase or decrease in the price of the goods and/or services or in the delivery time, or both, an equitable adjustment should be made in the price or the requested delivery date, or both, and the order will be modified according to the new conditions. All claims and notifications to make the adjustment should be made before ten (10) days after receiving changes. The adjustment should be based on negotiations between Insyte and the Supplier. Nothing in this clause shall excuse the supplier from proceeding without any delay to perform the order as changed. The Supplier shall make no substitutions or changes to the form, fit or function of the goods/services supplied under the order without the written authorization of Insyte's Purchasing Department.

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4. WARRANTY.

The Supplier warrants that all the goods and/or services supplied shall be merchantable quality, free from defects in the material and workmanship and conform to Insyte's specifications and to all drawings, samples or other descriptions supplied by Insyte.

The Insyte's Purchasing Department, at its option, could (i) either return for credit defective or nonconforming items or (ii) require prompt replacement of defective or nonconforming products or (iii) require prompt correction. In the case, The Insyte's Purchasing Department require the option (iii) the Supplier, upon receipt of the warranted goods, should correct with all due care and at its entire expenses all defective goods or all items could do not comply with the manufacturer's specifications.

The Supplier shall be responsible for the cost of shipping items that are (i) not as warranted and are returned to the Supplier, and (ii) supplied to Insyte as replacement or repairs to those described in (i).

In the case of the Supplier not being able to perform correctly the provisions of this clause, the Insyte's Purchasing Department reserves the right to perform or have performed the necessary work at Supplier's expenses and without prejudice to the Cancellation Clause of the General Purchasing Condition of Insyte.

The goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause 5 " Inspection and Acceptance" in the same way and to the same extend as items originally delivered under the order.


The Supplier is only authorized to send nonconforming goods if the Purchasing Department or Quality Department of Insyte sent a prior written authorization.

Changes to the manufacturing facility must be notified in advance.

5. INSPECTION AND ACCEPTANCE.

All the goods and/or services provided under the order by the Supplier or Supplier's subcontractors shall be subject to inspection and test at all reasonable times and places, including their manufacture, by the Purchasing and/ or Quality Department of Insyte, and Insyte's customers (including representatives of governments). Unless otherwise specified in the order by the Buyer, all items and services are also subject to final inspection and acceptance at Insyte's plant or other specified delivery place. During the controls being performed or have been performed by Insyte if any goods is declared defective or not to conform to the specifications, it will be returned the Supplier at their expense.

At Purchasing and/or Quality Department request, the Supplier shall provide a certificate guaranteeing that the goods comply with the specifications stipulated in the order. In the

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case of specific tests being specified, the results of these tests shall be annexed to the above mentioned certificates.

The Insyte's Purchasing Department reserves the right to carry out controls for work that have been executed in compliance with Buyer drawings or specifications.

Any nonconformity must be notified prior to shipment of products.

6. RELEASE OF NEWS INFORMATION AND ADVERTISING.

The Supplier shall not, without the prior written consent of Insyte a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of the order, or b) exhibit the items manufactured in accordance with Insyte's drawings, models or technical specifications.


7. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY.

The Buyer shall keep confidential of all data or information regardless of form and including but not limited to drawings, specifications, samples, software (source and objects codes and any related documentation) and property obtained from Insyte in connection with the order, including the pre-contractual period. The goods and/or services designed or manufactures specially to Insyte requirements nor specifications shall not be sold or marketed to any third party without Insyte's prior express written consent.

Unless otherwise expressly authorized by The Insyte's Purchasing Department in writing, the Supplier shall use such information and property, only in the performance and for the purpose of the order. Nothing contained herein grants the Supplier any ownership in or rights to any provided information. a) Upon Insyte's request, the Supplier shall return all such information and property to Insyte or make other disposition thereof as is directed by Insyte. b) The Supplier shall be liable to Insyte for any loss or misappropriation of the information or property.

8. COMPLIANCE WITH LAWS.

The Supplier warrants that it will comply with all applicable laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under the order including any employment, health or safety agency regulations.

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9. HAZARDOUS MATERIALS.

The Supplier shall notify Insyte of every item ordered hereunder which contains material hazardous or injurious to the health or physical safety of people even though said hazard or injury may only occur due to mishandling or misuse of the goods. In addition, the Supplier shall identify the hazardous or injurious material and notify Insyte of the effects of such material on human beings and the physical manifestations that could result. For each item so identified, the Supplier shall supply Insyte warning labels or instructional material appropriate to warn people coming in contact therewith of hazard and its effects.

10. DOCUMENTS FOR FIRST ARTICLE INSPECTION (F.A.I.).

The suppliers of Mechanical Parts, painted parts or with surface treatment, printed circuits boards, inductive components (like coils or transformers), have to deliver the following documentation together with first batch, at least. At these documents, it should appear our purchase order number, part and batch number for its traceability in order to perform F.A.I:

- *Certificate of Conformity*
- *Certificate of Raw Material*
- *Certificate of surface treatment.*
- *Certificate of paint.*
- *Dimensional Report, including requested on drawing or documents and with results.*
- *Functional or measuring test performed and results.*
- *No Conformity reports during manufacturing, if exists, and list of taken actions to solve them.*

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11.- DELEGATION OF ACTIVITIES FOR QUALITY INSPECTION SUPPLIER.

As a result of Quality inspection's delegation, the suppliers of painted parts, surface treatment, printed circuits boards and inductive components(as chokes, coils or transformers) have to send, together each batch, the following documentation:

- Certificate of Conformity*
- Dimensional Report, including requested on drawing or documents and with results.*
- Functional or measuring test performed and results.*

12.- RIGHT TO ACCESS AND RETENTION OF RECORDS.

Insyte, SA, its ultimate customer, as well as regulatory authorities have the right to access areas of the facilities of the supplier involved in the purchase order and to records, which will be retained by the supplier for a period of 30 years.

13.- PERFORMANCE CONTROL.

Every 6 months INSYTE, S.A. will make an evaluation of the suppliers attending to the quality of the product or service, the fulfillment of the On Time Delivery , as well as the grade of collaboration to meet the requirements of its customers.

14.- PREVENTION OF COUNTERFEIT PARTS.

The supplier will plan, implement and control the appropriate processes for the organization and the product, for the Prevention of the use of Counterfeit Parts or suspected parts , and its inclusion in the products that it supplies to INSYTE, S.A.

The requirements of the SAE-AS6174 standard will be taken into account, and if detected in any INSYTE,S.A. process, the supplier will be eliminated of the approved list, no further purchase of materials being allowed.

15.- STAFF AWARENESS.

The supplier must take the necessary actions to ensure that the people in your organization are aware of:

- .- Your contribution to the Conformity of the Product or Service.*
- .- Your contribution to product safety.*
- .- The importance of ethical behavior.*

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For Thales Avionics Electrical Systems (TAES) must apply requirements included in document "83090229 Rev 005" Industrial Quality Requirements.